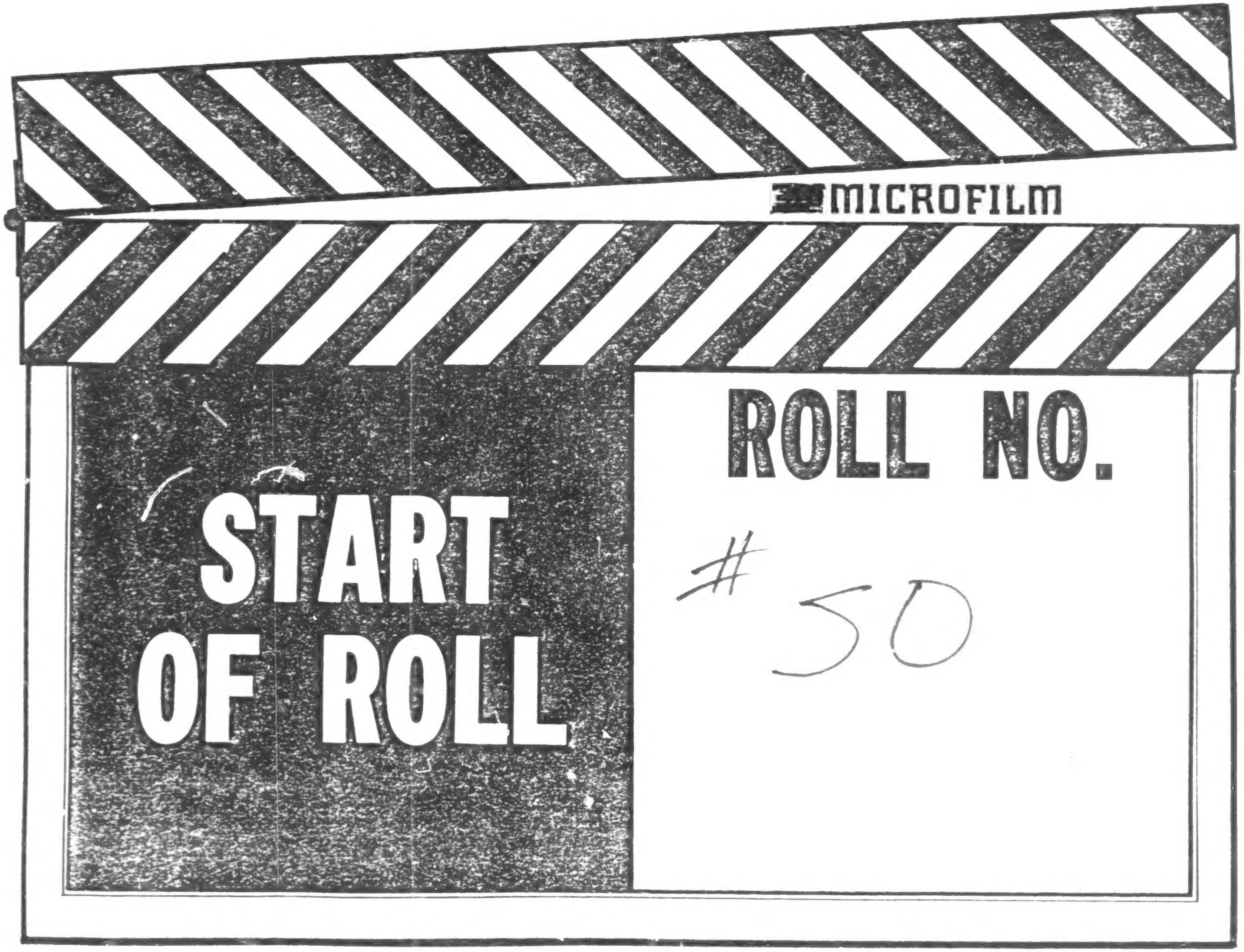

MICROFILM

START OF ROLL

ROLL NO.

#50

18-1120 Rosedale Sec., The Dalles-
California Hwy.
#3093

1948

RECEIVED
APR 14 1950
FOR FILING

18-1120

3093

O Q Files

OREGON STATE HIGHWAY COMMISSION

April 12, 1950
(Date)

3093	7-final	Babler Bros.
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
5260	372480	1,619.27	4/11/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

aar

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: APR 13 1950 aar

NOTED ON CARD

4-13-50 g

RECEIVED
APR 14 1950
FOR FILING

18-1120

3093

Files

OREGON STATE HIGHWAY COMMISSION

April 12, 1950
(Date)

3093 (Contract No.)
7-final (Est. No.)
Babler Bros. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
5260	372480	1,619.27	4/11/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: APR 13 1950

NOTED ON CARD

4-13-50

OREGON STATE HIGHWAY COMMISSION

April 12, 1950
(Date)

3093 (Contract No.)
7-final (Est. No.)
Babler Bros. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
5260	372480	1,619.27	4/11/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Aug. 30, 1949 ACCOUNTING DIVISION

aaw

Completed: Nov. 28, 1949
Contract Accepted: March 21, 1950

Time Extensions: Extended to Nov. 28, 1949 without penalty

Penalties: None of record

Claims: There is a claim filed by Fred G. Spencer for damages to water system, however, circumstances are such that warrant can be released.

Remarks:

Date: 4-13-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
APR 6 - 1950
FOR FILING

18-1120

3093

April 5, 1950

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3093, for grading and surfacing on the Rosedale Section of The Dalles-California Highway in Klamath County, has been completed by the contractor, Babler Bros., and that final payment in the amount of $1,619.27 will be made on or after April 15, 1950.

There is a claim filed against this project by Fred O. Spencer for damages to his water system, of which you have been previously notified.

For your information we wish to advise that the total contract amount is $53,975.51, of which amount $180.18 represents force account items. This contract was completed on November 28, 1949 and accepted by the Highway Commission on March 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Department

NOTED ON CARD

4-5-50, gl

RECEIVED
MAR 29 1950
FOR FILING

18-1120

3093

March 28, 1950

Babler Bros.
4617 S.E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 21, 1950, had under discussion your request for an extension of time of 28 days, from October 31 to November 28, 1949, within which to complete your contract No. 3093 for grading and surfacing on the Rosedale Section of The Dalles-California Highway in Klamath County.

I am pleased to inform you that the Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD

3-28-50, gl

RECEIVED
MAR 31 1950
FOR FILING

FORM E-30

Files

18-1120

3093

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24, 1950

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. H. B. Glaisyer
Secretary

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

I have read the carbon copy of Dooley & Company's letter to you under date of March 21 and a carbon copy of your letter to Dooley & Company under date of March 23, both of which seem to be related to some contract with Bahler Bros. and a claim filed by Fred G. Spencer. The contract involved is No. 3093.

The only information I have is what is contained in the foregoing letters from which I gather there is a disputed claim against the contractors which stands in the way of the State making final payment. If the claim is related to the contract and the performance of the contract, then it seems to me the performance bond is the claimant's protection. I do not understand why an additional bond is necessary. If the contractor's surety will authorize final payment, notwithstanding the disputed claim, then you are at liberty to make final payment and the claimant still has a right of action against the contractor and the surety.

Perhaps I do not have all the information to warrant an expression of an opinion.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH

REFERRED TO
BY SECRETARY

Query
note & return

NOTED
F. QUERY

NOTED ON CARD
3-24-50 ge

RECEIVED
MAR 30 1950
FOR FILING

March 24th, 1950

FINAL COST ANALYSIS

Rosedale Section
The Dalles-California Highway

Contract #3093
Prefix 18-1120

Babler Bros., Contractor
H. S. Cox, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All		L.S.		$3,480.37	$5,000.00
Str. Excav., Unclass.	54.1	Cu. Yd.	$2.00	$2.32	125.25	108.20
Gen. " "	67,108.8	" "	0.25	0.22	15,087.53	16,777.20
Short Overhaul	211,148.2	Yd. Sta.	0.01	0.02	4,159.29	2,111.48
Long Overhaul	636.7	C-Yd. Sta.	0.50	0.50	318.35	318.35
Salvaging Surf. Mat'ls.	840.8	Cu. Yd.	0.75	1.00	842.52	630.60
Finish R/B & Slopes	0.87	Mile	600.00	527.13	458.61	522.00
18" Concrete Pipe	237	Lin. Ft.	4.00	2.36	560.30	948.00
Salvaging Culvert Pipe	27	" "	2.00	1.23	33.29	54.00
Gravel in Base & Shldrs.	9,473	Cu. Yd.	1.50	1.02	9,661.68	14,209.50
Sprinkling	23	M-Gal.	2.00	2.86	65.79	46.00
Preparation of Base	0.87	Mile	500.00	360.50	313.64	435.00
Furn. & Place Aggregates	1,014	Cu. Yd.	8.00	6.11	6,192.53	8,112.00
Furn. & Place RT-12 Tar	90.46	Ton	50.00	35.41	3,203.43	4,523.00
Extra Work Order					166.30	180.18
					$44,668.88	$53,975.51

Gross Revenue	$53,975.51
Total Cost	44,668.88
Net Profit	$ 9,306.63

Net Profit Equals 17.2% of Gross Revenue

RECEIVED
FOR FILING
MAR 30 1950
Records Section
The Dalles-Celi

Rosedale Section
Babler Bros.

Detail of Cost

Labor:			
Supervision		$1,822.00	
Labor		9,995.79	
Payroll Insurance		562.56	
			$12,380.35
Materials:			
18" Conc. Pipe	237 feet at $1.65	$391.05	
RT-12 Tar	90.46 ton at $17.11	1,547.76	
Freight on Tar	90.46 " " 9.87	893.29	
Aggregates	1,014 cu. yd. at $3.18	3,221.57	
			6,053.67
Equipment Rental & Misc. Expense:			
Equipment Rental, Owned		$12,662.00	
Hired Trucks, Fully Operated		4,544.59	
Gas, Oil and Grease		3,404.44	
Explosives		15.83	
Move In, Freight and Cartage		1,246.73	
Small Tools and Misc. Supplies		1,068.97	
Bond		407.15	
P.L. & P.D. Insurance		249.89	
Home Office & General Overhead		1,619.26	
			25,178.86
Paid Subcontractor for Logging Merchantable Timber			1,056.00
Total Cost			$44,668.88

Remarks:

This was a "State Project". The contract, calling for grading, surfacing and oiling of 0.87 mile of highway roadbed, was bid and awarded December 21st, 1948, work was started on the project January 6th, 1949, and all work with the exception of some cleanup was completed May 13th, 1949.

Logging and hauling of merchantable timber was subcontracted to a local logging contractor. Other clearing and grubbing consisted of dense jack pine. Clearing was done with two D-8 caterpillar tractors with dozers, D-7 tractor with a clearing blade and a crew of two to five men.

Grading operations were started February 1st, 1949, and completed in 28 days' working time. This operation was interrupted two weeks between February 7th, and February 21st, because of inclement weather and deep snow. Grading was done with three DW-10's with 11 cu. yd. scrapers, one D-8 with 15 cu. yd. scraper, one D-8 dozer and one D-7 dozer. Excavation consisted of pumice and sandy soil which was easy to excavate and handle. High production was maintained on this item with 67,109 cu. yds. being moved in 28 days, for an average production of 75 cu. yds. per hour for each hauling unit.

Selected gravel topping was obtained from the designated source 0.2 mile westerly of M.P. 184.7 on the Dalles-California Highway. This gravel pit required a considerable amount of stripping and selecting to obtain the most suitable materials. A D-8 dozer was used for stripping and dozing material to an Athey overhead loader which loaded to trucks. The gravel was hauled to the road with two company-owned trucks and eight hired trucks. Street work was done with an Austin Western blade and a ten-ton roller. Excellent production was maintained on this item, resulting in a large profit.

Aggregates for this project were purchased from the E. C. Hall Company who were crushing aggregates for the Salt Creek-Odell Butte Section of the Willamette Highway. Aggregates were loaded from a stockpile at Cressdell and hauled to a stockpile site south of this project.

Oiling of this project was done on May 5th, 6th, and 9th, with maintenance continued to May 13th, when the project was completed with the exception of some cleanup work. The RT-12 tar was shipped from Portland in two tank cars and one transport. The tank cars were spotted on a siding approximately 5 miles southeasterly from the project.

Good equipment and supervision, resulting in high production on most items, made this project show a high percentage of profit.

E. H. Clymer
Cost Analyst

By . . C. Swenson

RECEIVED
MAR 31 1950
FOR FILING

F.10

18-1120

3093

March 24, 1950

Mr. Charles E. Boardman
Attorney-at-Law
U. S. National Bank Building
Bend, Oregon

Dear Sir:

In the matter of a claim of Fred G. Spencer against Babler Brothers, who hold Contract No. 3093 on The Dalles-California Highway, you are advised as follows:

You are advised by statute to file with the Secretary of State or other authorized authority a notice of your claim in writing within six months of completion of the contract. For your information, I attach hereto a copy of the law pertaining to this matter.

We are, therefore, advising you that if you have a valid claim the same must be filed in proper manner within the stipulated time.

We have investigated the claim and our field engineer advises that damage done to the water system could in no event exceed the amount of $50. We are, therefore, at a loss to understand why a claim in the amount of $2,000 has been filed as indicated in your letter addressed to the Oregon State Highway Commission under date of November 29.

We will be pleased to hear from you in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mo

Encl.

NOTED ON CARD
3-24-50, gl

RECEIVED
MAR 31 1950
FOR FILING

18-1120

3093

March 24, 1950

Dooly & Co., Insurance
Board of Trade Building
Portland, Oregon

Attention: Mr. B. Spalding

Gentlemen:

In the matter of the claim filed by Fred G. Spencer against Babler Brothers on their Contract No. 3093, for which you offered to post bond in the amount of $500, you are advised by our Counsel that the matter can best be handled as follows:

We will release retained percentages to Babler Brothers and advise Spencer that he must file a claim with the Secretary of State or other proper authority within six months after completion of the contract. This is as covered by Chapter 44, Oregon laws, a copy of which is attached for your information.

If Spencer does file a claim with the Secretary of State or other official, the performance bond will cover, and such bond, of course, would need to be retained in effect until the claim is disposed of.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Babler Bros.

NOTED & FILED

3-24-50, g. C.

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FOR FILING
FORM 2-20X 15M 6-48 22206

18-1120

3093

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1950

SUBJECT:

To: Mr. Carl V. Smith
Accounting Division
Salem, Oregon

NOTED
H. B. GLAISYER

Dear Sir:

Estimate Voucher No. 7-Final on Contract No. 3093 with Babler Bros., for grading and bituminous macadam surfacing on the Rosedale Section of the The Dalles-California Highway in Klamath County is being returned to you for your further action.

Upon advice and instruction from Mr. H. B. Glaisyer's office, the warrant may be prepared, but is to be held and not paid until a claim against the job is settled, and you are so advised by him.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:gs

cc: H. B. Glaisyer ✓

3-28-50

Query - Mrs Lewis's
statement is correct.
note on card.
believe there is correspondence
in general files as the claim -
originally 2000 - now 500
contractor admits 500 or
HBG

RECEIVED
RICHARD BABLER
MAR 22 1950
FOR FILING

18-1120

3093

JOS. H. SCHESTAK
JAS. A. POLLOCK

BABLER BROS.
GENERAL CONTRACTORS
PHONE EAST 8677
4617 S. E. MILWAUKIE AVE.
PORTLAND 2, OREGON

March 17, 1950

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In reply to your letter of March 9, relative a claim filed on November 29 in the amount of $2,000.00 by Charles E. Boardman, attorney for Fred G. Spencer, covering damages to his water system, on our contract No. 3093, Rosedale Section of The Dalles-California Highway.

This is to advise you that this matter will be taken care of in a few days, either posting a bond or some other arrangement.

Yours very truly,

BABLER BROS.

By Lloyd Babler
Lloyd Babler

JHS

RECEIVED
MAR 14 1950
FOR FILING

MAX A. CUNNING
GEO. H. BREWSTER

CUNNING & BREWSTER
ATTORNEYS AT LAW
REDMOND, OREGON

18-1120

3093

March 11, 1950

NOTED
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Re: Babler Brothers
Contract No. 3093, Rosedale Section

Gentlemen:

I have your letter of March 9th and $50.00 would be an excessive amount to pay to Spencer. I don't believe the matter could be closed up and it seems to me your suggestion about posting a bond is the proper one.

I will send a copy of this letter to Babler Brothers and to Mr. Pollock and suggest to them that they come to the office where I will arrange an indemnity bond where they will agree to pay any judgment ever recovered by Spencer including costs, attorney fees and indemnifying the State Highway Commission. It seems to me that is the best plan of procedure and I am morally certain that no suit will ever be instituted by Spencer or any one on his behalf.

Very truly yours,

Geo. H. Brewster

Geo. H. Brewster

GHB:jf
cc-Babler Brothers
4617 S. E. Milwaukee
Portland, Oregon
-Mr. James Pollock
Redmond, Oregon

RECEIVED
MAR 13 1950
FOR FILING

3093

18-1120

3093

1567

March 9, 1950

Babler Brothers
1617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

On November 29 a claim in the amount of $2,000 was filed by Charles E. Boardman, an attorney, on behalf of his client, Fred G. Spencer, for damages alleged to have occurred to his water system, on your Contract No. 3093, Rosedale Section, The Dalles-California Highway. We were later advised by your attorney, Mr. George H. Brewster, that this claim was exorbitant and that the actual replacement cost should not exceed $300, which amount you had offered him as settlement. We later were informed that the Spencer claim had been reduced to $[illegible], but we have no confirmation of this.

As the matter now stands, we cannot release all of your retained percentage on your Contract No. 3093 until this matter has been disposed of, inasmuch as the State is obligated to protect the water line of Mr. Spencer. May I suggest that you again attempt to make a settlement of this matter at your earliest convenience, so that the contract may be closed out. In the event that you cannot close the matter now and it becomes necessary that it go to court at some future date, we could clear your contract if you would post a bond that will assure payment to the State of any judgment that Spencer might receive. May we please hear from you regarding this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:[illegible]

cc Mr. George Brewster

Dooly & Company
Board of Trade Building
Portland 4, Oregon
N. G. Smith
H. E. Chandler

NOTED ON CARD
3-9-50

Contract No. 3093, Rosedale Section
Babler Brothers

Surety - General Casualty Company of
America
Agent - Dooly & Co., Board of Trade
Building, Portland 4, Oregon

C O P Y

CUNNING & BREWSTER
Attorneys at Law
Redmond, Oregon

1,619.27
3%

February 21, 1950

Mr. Dean Swift
State Highway Department
Bend, Oregon

Re: Rosedale Contract No. 3093
Babler Brothers

Dear Sir:

I have agreed with Babler Brothers that I would write this letter. As I understand the situation they had a contract with the State Highway Commission for the reconstruction of the highway at Rosedale and in order to complete the work it was necessary they do some clearing. They did do the clearing and did enter into a sub-contract with a man named Fred Spencer that he would limb the trees and remove the logs prior to June 1st, I believe, but in any event, after they cleared the highway Spencer was repeatedly requested to burn the tops, which he was to do, and remove the logs. Babler Brothers were advised by the State Highway Department that they could not receive the hold-back from the State Highway Department until the work had been completed and after many, many notifications to Spencer Babler Brothers did burn stumps, trees and tree tops and now Mr. Spencer wants damages.

Retained Percentage

Babler Brothers have placed the matter in my hands as their attorney and Mr. Spencer has placed the matter in the hands of Charles Boardman, an attorney at Bend. Boardman wrote us a letter making very excessive demands and his claim was rejected. During the course of construction Babler Bros. tore out a few lengths of water pipe of Spencers but he advised them he didn't want it replaced as he was putting a new system in. Mr. Boardman demands we pay him an excessive price for destroying his water pipe and we have made him a very liberal offer of $50.00 for the damage we did or we would replace the water pipe. All of this happened months ago and Mr. Boardman does not seem to care to answer my letter or accept my offer. I can assure you I am not in the least concerned about any action Mr. Boardman may bring. It will be defended and Babler Bros. will take care of any judgment which Spencer might receive.

Very truly yours,

Geo. H. Brewster

GHB:jf
cc-Babler Brothers
Redmond, Oregon

ASSIGNMENT No. 1567

DESCRIPTION: Ltr.fr Charl[illegible] Boardman regarding The Dalles-California Highway Right-of-way (Cresent-Chemault-Rosedale), dated 11-29-49.

DATE: 12-1-49 ASSIGNED TO: Mr. K. G. Smith

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☒ Investigation and such action as is necessary
☐ Please prepare reply fo[illegible] signature
☐ Assignment executed Date ____________
☐ ______________________________

REPORT RECEIVED: 2-27-50

REMARKS: 3-3-50

CHARLES E. BOARDMAN
ATTORNEY-AT-LAW
U. S. NATIONAL BANK BUILDING
BEND, OREGON

November 29, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen

re The Dalles-California Highway
right-of-way (Cresent-Chemault-Rosedale)

Referrence is made to the agreement with Mr. Fred G. Spencer inwhich the State of Oregon in aqquiring lands from Mr. Spencer agreed to protect a pipeline across the highway.

The contractor hooked onto it with heavy equipment and pulled the system loose rendering it all useless which has necessitated the building of a new water system at a new location.

Mr. Spencer has authorized me to offer to settle for a compromise of $2000.00.

Very truly

Charles E. Boardman
Charles E. Boardman

State to protect waterpipe under highway near station 129

RECEIVED
NOV 30 1949
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 25M 1-48 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 3rd, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Assignment #1567, Mr. Swift advises that $50.00 would represent the cost of replacing the Fred C. Spencer pipe across the Dalles-California Highway where it was destroyed by Babler Bros. in grading the Rosedale project.

Mr. Spencer was the subcontractor for Babler Bros., and he apparently did not fulfill his part of the contract, so that that has become involed with the replacing of the pipe.

In order to be safe, I would suggest we hold back $100.00 from Babler Bros.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

Bend, Oregon
February 23, 1950

Rosedale Contract No. 3093
Babler Bros.

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Investigation of the status of the controversy regarding a water pipe destroyed on the Fred G. Spencer property by Babler Bros. while constructing the Rosedale Contract, reveals that an offer was made by Mr. Spencer to settle the damages for $2000.00 which offer was later reduced to $500.00. Bablers made a counter offer of $50.00, and to date no reply has been received from Mr. Spencer. Here the matter rests. We have no recommendations to make at this office.

Enclosed find copy of a letter from Babler's lawyer, Mr. Brewster.

Very truly yours,

Wm. E. Chandler
Division Engineer

By: Dean Swift
Asst. Division Engineer

DS:E
Enclosure - 1

FORM E-30 25M 1-49 26033

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

February 24, 1950
Salem, Oregon

NOTED

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Sir:

Reference is made to Record of Assignment No. 1567 WCW, pertaining to a claim of Mr. Fred G. Spencer with regards to the destruction of a pipe line on the Rosedale Section of The Dalles-California Highway.

This matter was referred to the field on December 1 for investigation, and the field office contacted the contractor on this project.

I am attaching hereto copy of a report from Mr. Dean Swift and also a letter from George H. Brewster, Attorney for Babler Bros., with regards to this matter. You will please note the last sentence of Mr. Brewster's letter in which he advises that the Babler Brothers are to take care of any judgment which Spencer might receive should this case be brought to trial.

Very truly yours,

H. G. Smith
Construction Engineer

By: Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure

RECEIVED
ENG
18-11.20
3093

February 21, 1950

Request for Extension of Time
No. 2
March 20 and 21 Meeting.

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Kuhler Bros. for an extension of time from October 31, 1949 to November 28, 1949, on Contract No. 3093, Rosedale Section of The Dalles-California Highway.

This project is within the limits of the National Forest and clearing operations are under the supervision of the U. S. Forest Service. Because of dry conditions the Forest Service would not permit the final burning of debris until the date noted. This time extension in no way interfered with the traffic nor has there been any additional loss to the State because of the extension of time.

I would recommend that the extension requested be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc - W. C. Williams
H. G. Smith

RECEIVED
FEB 9 1950
FOR FILING

18-1120

3-93

February 9, 1950

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Babler Brothers, on contract No. 3093, covering the Rosedale Section of the The Dalles-California Highway in Klamath County. This payment, in the amount of $2,875.26, will be made on or after February 20,1950. The retained percentage is $1,619.27.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Legal Dept.

NOTED ON CARD
2-9-50

RECEIVED
OCT 4 1949
FOR FILING

18-1120

3093

October 4, 1949

Babler Bros.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 60 days, from August 30 to October 31, 1949, within which to complete your contract No. 3093 covering the Rosedale Section of the The Dalles-California Highway in Klamath County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

d

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD
10-4-49 JC

RECEIVED
SEP 14 1949
FOR FILING

18-1120

3093

September 9, 1949

Request for extension of time
No. 17
September 19 and 20

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Babler Bros. for an extension of time on Contract No. 3093, [illegible] Section of The Dalles-California Highway, from August 30, 1949 to October 1[illegible], 1949.

The contractor has completed all portions of the contract with the exception of burning the debris which was left from the clearing operations. Because of Forest Service regulations, he will be unable to do this until wet weather sets in. For this reason, I recommend the extension without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

WCW:RHB:er

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 14, 1949, 19

Section	Rosedale	Kind of work	Grading, Surfacing, & Oiling
Highway	The Dalles - California	Section prefix	18-1120
Contractor	Babler Bros.	Contract number	3093
Date of contract	Dec. 21, 1948, 19	Date of completion	Aug 30, 1949, 19
Date work started	Jan. 6, 1949, 19	Estimated date of completion	June 1, 1949, 19
Amount of contract	$54287.00	Per cent of time elapsed	57.1 %

Estimated cost of completed project, exclusive of engineering . . . $54487.00

Per cent of contract completed, based on total contract price . . . 99 %

Engineering cost to date $3100.00, 95 %

Date project was completed ...., 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor Babler finished the final seal on Monday. the shoulders were bladed out the same day. Brooming has continued on the oil mat every day this week and it is now free ofv loose material.

Ranger Cory was over job Monday and contractor is aware that cleanup on the clearing must pass Forest Service inspection. A small amount of this type of work is all that remains to be done to complete this project.

Mr Chandler, Division Engineer inspected the job on Tuesday.

Signed H. L. Cox

Address 1290 Wall Bend, Oergon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

E. M. [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.87	.87		.87	
Miles partially completed					
Miles completed	.87	.87		.87	
Total estimated quantities	67500	9473		1014	
Estimated quantities moved or placed to date	———	—— Complete	——	———	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week	1 short shift on Monday				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair , With thunder showers		
Monday	all week		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 16 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JAN 11 1949
FOR FILING

11-1120

3093

January 11, 1949

Babler Bros.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3093 which was awarded to you on December 21, 1948 by the State Highway Commission, covering the Rosedale Section of The Dalles-California Highway in Klamath County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
DEC 23 1948
FOR FILING

18-1120

3092

December 22, 1948

Babler Bros.
4617 S.E. Milwaukie Ave.
Portland 2, Oregon

Gentlemen:

The State Highway Commission on December 21, 1948 awarded you the contract for grading and bituminous macadam surfacing the Rosedale Section of The Dalles-California Highway in Klamath County. This award was based on your low bid of $54,287.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Mr. S.H. Probert

UI-306(6) Ramp Apps. & Roadway Grad. 1948
& Pav. at W. end of Steel Br.
#3094 in Portland [redacted]

RECEIVED
[illegible] 1952
FOR FILING

Files

ul- 306(1)

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 31, 1952

(CONTRACT NO.) 3094	(EST. NO.)	(CONTRACTOR)	
3094	29-Final	Kuckenberg Construction Co. Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5902	None	$ 0.00	March 31, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.H.Wicklander
ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Overpayment of 1,418.44 on Estimate No. 28, was reconciled by check received from the Kuckenberg Construction Company for this amount on Feb. 14, 1952, which occasioned the necessity of this voucher No. 5902 being written for mere record and placed in our files as " Reference Voucher - No Charge "

Date: 3-31-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H.B.Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
JAN 30 1952
FOR FILING

[illegible]

2094

January 22, 1952

Kuckenberg Construction Company
1110½ N. E. Holman Street
Portland 13, Oregon

Attention: Mr. Henry Kuckenberg

Gentlemen:

Some months ago, at your request we issued a semifinal payment on the Steel Bridge-Ankeny Street Section in Portland, under which we retained the sum of $3,000 based on the unchecked quantities used in the semifinal estimate. This was a considerable reduction from the ordinary amount retained and was done in order that you might be paid the maximum amount of money pending the final check of quantities. Our final check of quantities on this project shows that the $3,000 retainer was not sufficient to cover reductions found in the check of the quantities and that we have overpaid you in the amount of $1,418.44 in addition to the $3,000 retained amount.

Most of this overpayment occurred in Items 69 and 71 of the contract, being Excavation for Structures and Class A Concrete. I am attaching hereto a copy of a statement showing the changes in items from the semifinal estimate previously sent you and also an invoice in triplicate to your company in the amount of $1,418.44. In order that our books may be cleared and the final estimate issued, we would appreciate early receipt of your check in the above amount, which will be shown on the final estimate as a credit leaving no payments due under this final estimate.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GHP:gm
Attached
cc G. S. Paxson

RECEIVED
OCT
FOR FILING

41-306(6)

[illegible]

October 9, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Kuckenberg Construction Co. a portion of the funds heretofore retained by the Commission in connection with contract No. 3094 for structures, grading and paving on the Front Avenue (Steel Bridge-Ankeny St.) Section of the Pacific West Highway in Multnomah County. This payment, which is in the amount of $35,327.92, reduces the retained percentage to $3000 lump sum. The present payment will be released on or after October 19, 1951.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

10-9-51, G.

RECEIVED
OCT 2 - 1951
FOR FILING

41-306(6)

3094

Salem, Oregon
September 28, 1951

West End of Steel Bridge
Contract No. 3094

Mr. M. H. Hawke
Auditor
Office

Dear Sir:

Kuckenberg Construction Company, contractors on the above project, completed all work on this contract on July 16, 1951. The Highway Commission accepted the contract as complete at their meeting on August 3. Final payment on the work is now due the contractor.

We do not have the check of quantities completed, and it will require some additional time for us to finish this work. We have paid the contractor a semi-final estimate on the work and are putting through Estimate No. 28, retaining $3,000 of the total amount due the contractor until such time as we can complete our check of the final figures. The $3,000 retainer will be ample to cover any minor adjustments that are necessary in the final figures due the contractor. This estimate will release approximately $35,200 to the contractor. Please process the estimate in the usual manner.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

CAG/ds

cc G. S. Paxson

RECEIVED
AUG 9 1951
FOR FILING

I-306 (6)
3094

August 8, 1951

Kuckenberg Construction Co.
1110½ N. E. Holman St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 3, 1951, had under discussion your request for an extension of time of 17 days, from June 30 to July 17, 1951, within which to complete your contract No. 3084 covering structures, grading and paving on the Front Avenue (Steel Bridge-Ankeny St.) Section of the Pacific Highway West, in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

al

cc: A. G. Skelton,
Division Engineer

J. T. Skelton,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
8-8-51, gl

RECEIVED
JUL 1951
FOR FILING

U1-3-6(6)

3094

July 27, 1951

Request for extension of time
No. 2
August 20 and 21 meeting.

State Highway Commission

Gentlemen:

Re: Front Avenue (Steel Bridge-Ankeny Street)
Section, Contract No. 3094
Hackenberg Construction Co., Contractor

Herewith application from the contractor for a second time extension from June 30, 1951, to July 17, 1951, on the above project. The previous time extension ran until June 30, 1951. At a final inspection it became advisable to make tests of some water supply piping and to straighten some anchor bolts for light poles. The second extension is to cover the time for these items.

No additional cost was incurred by the State, nor has there been any inconvenience to traffic. We would recommend that the second extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm
cc G. S. Paxson
E. B. Glaisyer
R. H. Baldock
W. C. Williams

Form E-1—1084—7-50 (6)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 14, 1951

Section Front Avenue (Steel Bridge - Ankeny St.)
Kind of work Structures, Grading & Paving
Highway Pacific West
Section prefix 26-1088
Contractor Kuckenberg Construction Company
Contract number 3094
Date of contract Dec. 31, 1948
Date of completion Sept. 30, 1950
Date work started Jan. 3, 1949
Estimated date of completion ...., 19..
Amount of contract $1,277,593.50
Per cent of time elapsed 144.28%
Estimated cost of completed project, exclusive of engineering $1,306,181.57
Per cent of contract completed, based on total contract price ....%
Engineering cost to date $........, ...%
Date project was completed ...., 19..

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

2½" Galvanized Iron Pipe inserted in 3½" Copper Water Pipe south of Burnside Bridge. Pressure test made on pipe and no leaks show.

The copper pipe installed here had a slow leak and as it was impossible to tell where the leak was and would have been necessary to cut through pavement at the pipe joints to repair same ; it was decided to insert a 2½" galvanized pipe ~~instead~~ inside of the copper. This procedure was okayed by the Landscaping Department.

This completes all roadwork on this job..

RECEIVED
JUL 17 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

cc J.T. Skelton

NOTED
B. A. MARTIN

Signed D. J. Barbee D.J. Barbee, Res Eng

Address P.O. Box 4608 Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.57	0.57			0.57
Miles partially completed	0.57	0.57			0.57
Miles completed	0	0.57			0.57
Total estimated quantities	37,650	4,320			26,000SY
Estimated quantities moved or placed to date	37,000	4,320			26,000SY
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	FAIR		
Monday	OVERCAST		
Tuesday	FAIR		
Wednesday	FAIR & HOT		
Thursday	FAIR		
Friday	"		
Saturday			

RECEIVED
5 1951
FOR FILING

U1-306(6)

3094

February 1, 1951

Kuckenberg Construction Co.
11104 N. E. Holman St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 23, 1951, had under discussion your request for an extension of time of 227 days, from November 15, 1950 to and including June 30, 1951, within which to complete your contract No. 3094 covering new decking, overcrossings, ramps, etc., on the Front Avenue (Steel Bridge-Ankeny St.) Section of the Pacific Highway West in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

J. T. Skelton,
Resident Engineer

G. S. Paxson

NOTED ON CARD
2-1-51 g

RECEIVED
DEC 29 1950
FOR FILING

W-1-[illegible]

3094

December 26, 1950

Request for extension of time
No. 1
January 25 and 26 meeting

State Highway Commission

Gentlemen:

Re: Front Avenue (Steel Bridge-Ankeny Street)
Section, Contract No. 3094
Hackenberg Construction Company, Contractor

Herewith copy of an application from the contractor for a second extension of time for the construction of the Front Avenue (Steel Bridge-Ankeny Street) Section in Portland.

The specified completion date in the contract was September 30, 1950. This was previously extended to November 15, 1950. The contractor completed all work with the exception of landscaping and some painting on the steel handrails. This work cannot be done during the winter season, and we have directed the contractor to discontinue work until suitable weather next spring. The structure has been opened to traffic for several months, and the delay in completion is not occasioning any additional cost or inconvenience to the traveling public.

It is recommended that the extension from November 15, 1950 to and including June 30, 1951 be granted without penalty to the contractor. Attached hereto is a copy of the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
DEC 22 1950
FOR FILING

41-306(8)

3094

December 21, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Kuckenberg Construction Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3094 for work on the Front Avenue (Steel Bridge-Ankeny St.) Section of the Pacific Highway West in Multnomah County. This payment, which is in the amount of $66,338.54, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $38,327.92. Immediate payment will be made of this amount.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

We are sending you this notice as your Company is surety on the bond furnished by the contractor on this job.

Very truly yours

ORGEON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Kuckenberg Construction Co.

NOTED ON CARD
12-21-50

RECEIVED
NOV 2 - 1950
FOR FILING

U1-206(6)

3094

November 1, 1950

Kuckenberg Construction Co.
1110½ N. E. Holman St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 26, 1950, had under discussion your request for an extension of time of 45 days, from September 30 to November 15, 1950, within which to complete your contract No. 3094 covering the Front Avenue (Steel Bridge-Ankeny St.) Section of the Pacific West Highway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

J. T. Skelton,
Resident Engineer

G. S. Paxson,
Attn.: W. A. Reeves

NOTED ON CARD

11-1-[illegible]

RECEIVED
OCT 26 1950
FOR FILING

October 24, 1950

Mr. T. H. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Front Avenue (Steel Bridge-Ankeny
Street) Section, F.A.P. UI-306 (6)

Reference is made to your letter of October 16, concerning Orders for Extra Work No. 16 and 17.

Relative to Order for Extra Work No. 16, covering additional lengths of conduit necessary to hook up with the Portland General Electric Company's source of supply, we feel that, when the actual location is determined in the field and found to be 100 per cent greater than the indicated length on the plans, an adjustment with the contractor is reasonable. We cannot expect the contractor, in the limited time he has to bid these jobs, to check every detail mentioned. He must depend, within reasonable limits, on the information given him by the plans and specifications. When our plans carry a note "estimated 50'" a variation of a few feet would be acceptable, but we cannot see how an increase of 100 per cent, under a lump sum bid, could be allowed without adjustment.

The $3.50 bid per linear foot for guard rail covers all costs, including the guardrail, the concrete posts and their installation. You will note that under description of "Work To Be Done" we call for furnishing and installation of 162 feet of metal guard rail with concrete posts.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 12, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Extra Work Order No. 16 for Project UI-306(6), Steel Bridge to Ankey Street. The order provides for payment on a force account basis for work called for by the plans and included in a lump sum bid item. The notes shown in parentheses on the plans, giving estimated quantities, hardly seem to be in the nature of a guarantee and we believe the allowance is not justified. If you have additional information or arguments to support the claim we shall be glad to consider them. However, on the basis of information we now have, the work order cannot be approved.

Extra Work Order No. 17 provides for 162 Lin. Ft. of guard rail. Will you please advise if the $3.50 per foot is a unit price covering all labor and material, or if it is for material only with labor to be paid for on a force account basis. Approval is being deferred pending receipt of this information.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
OCT 1950
FOR FILING

WI-306(6)
3074

October 3, 1950

Request for extension of time
No. 1
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen:

Re: Front Avenue (Steel Bridge-Ankeny Street)
Section in Portland, Contract No. 3074
Kuckenberg Construction Company, Contractor

Herewith an application from the contractor on the above project for an extension of time from September 30, 1950 to November 15, 1950, to complete the work on the project.

The contractor completed the structure on the project approximately 60 days before the contract time limit with the exception of cleaning up the site and surface finishing. We have had the use of the structure for these 60 days. The supply of skilled concrete finishers is quite limited, and the contractors have had difficulty in obtaining sufficient competent men of this type.

We would recommend that the extension be granted without penalty to the contractor. The concurrence of the Bureau of Public Roads is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
~~Attached~~. Williams
G. S. Paxson

RECEIVED
SEP 26 1950
FOR FILING

[illegible]

2-94

September 25, 1950

Oregon State Highway Commission

Gentlemen:

I am reporting to you that our existing contract on the west end of the Steel Bridge, Portland, provides for shaping of landscaped areas, the placement of top soil, and the paving of some approaches to openings in the sea wall to permit the dumping of snow. We now find that the City of Portland will, in the very near future, construct a large sewer system along the sea wall, between the sea wall and the highway pavement. This will in no way interfere with the Harbor Drive proper but would result in destruction of any landscaping performed or approaches to the sea wall.

We therefore propose to eliminate from the present contract the work that would be lost by the sewer construction and to perform this work after completion of the sewer. The estimated cost of the work to be deferred is $3,000, and this letter is merely to advise you that the existing contract will be reduced by this amount but that it will be necessary to allocate $3,000 later to perform the work. This deletion is satisfactory to the contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc W. C. Williams
H. G. Smith
M. H. Astrup
A. G. Skelton

FORM E-99X 15M 8-50 40301

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 15, 1950

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith copy of D. J. Barbee's letter of September 11th, concerning the proposed transriver crossing of the Portland interceptor sewer and interference of this project with certain landscaping, and an asphaltic concrete road from Harbor Drive to the sea wall on the Ankeny Street-Steel Bridge project.

Mr. Barbee recommends that this area be finished only to our landscaped sub-grade and the top soil eliminated, and also that the asphaltic pavement between Harbor Drive and the sea wall be eliminated from this present contract. It is my understanding that this elimination is satisfactory to Kuckenberg Construction Company, our contractor on this work.

It is recommended that this work be eliminated as suggested by Mr. Barbee, and that in our authorization for the future landscaping contract with a sprinkling system, seeding and planting from Washington Street to the Steel Bridge, that the estimated cost of this work, $3,000.00, be set up in this authorization, so that the work can either be done under the contract, or more probably handled as a State Force project on this job.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Mark Astrup
D. J. Barbee

RECEIVED
[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

FORM E-30 25M 5-50

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 11, 1950

SUBJECT: Transriver crossing of sewer

To:

Mr. A. G. Skelton
Division Engineer
State Highway Commission
Portland, Oregon

Dear Sir:

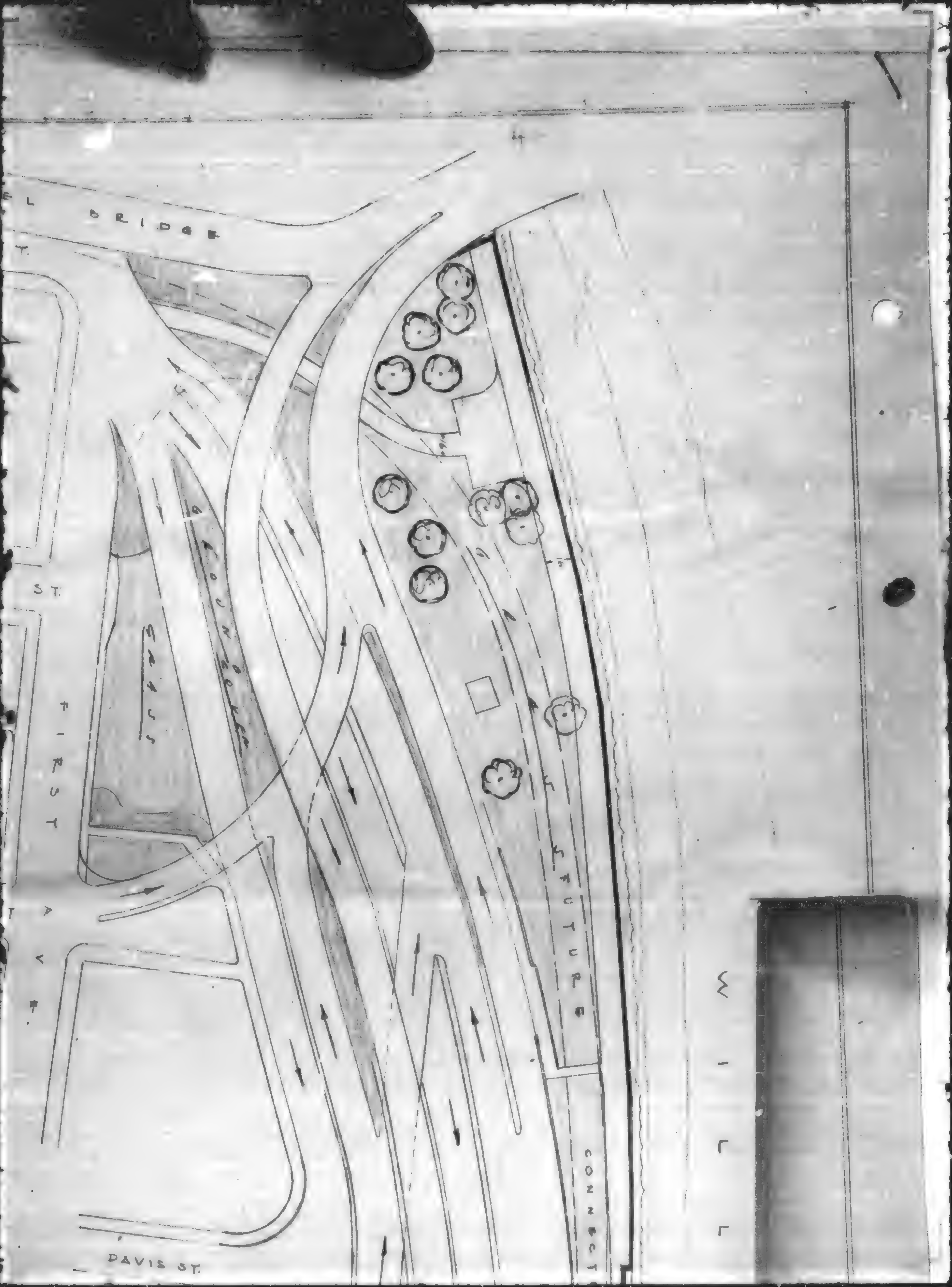
Plans are now being drawn for a transriver crossing of a sewer in connection with the City of Portland intercepting sewer and sewage disposal program. These plans are not completed but it is tentatively planned to enlarge the present City Pumping Plant located at the foot of S.W. Ankeny Street and from this Plant to run two sewer pipes in the area between Harbor Drive and the Seawall from this Plant to approximately the south line of N.W. Couch Street. At this location a shaft will be sunk to go under the Seawall and across the river.

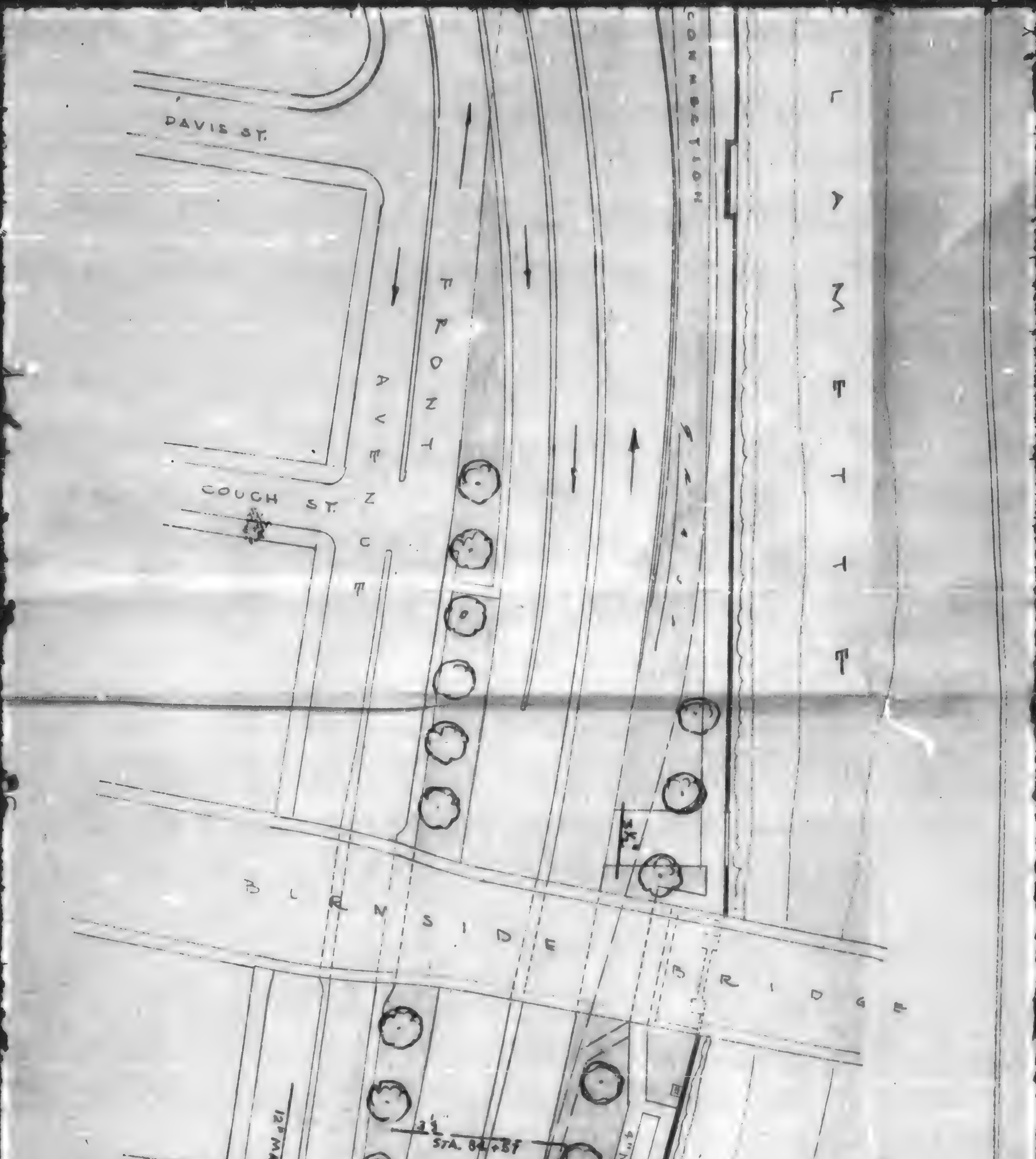
The area in which this work will be performed is in a landscape area on the Steel Bridge to Ankeny Street Section of the Pacific Highway West. Also, there is an asphaltic road to be constructed in this area from Harbor Drive to the Seawall.

In view of the work to be done in this area, I believe that this area should be finished to our landscape subgrade and the topsoil eliminated and also the asphaltic pavement to the Seawall should be eliminated. Inasmuch as the Contractor has started shaping up his landscape areas on this project I would appreciate a reply whether to eliminate these items or to go ahead on the basis of the plans.

Very truly yours,

D. J. Barbee
Resident Engineer


EL BRIDGE
ST.
ST.
GROUND COVER
GRASS
FIRST
AVE
DAVIS ST.
FUTURE
CONNECT
WILL


DAVIS ST.
COUCH ST.
FRONT
AVENUE
CONNECTION
LAMETTE
BURNSIDE BRIDGE
ANKENY ST.
VINE ST.
12" MAIN
32'
STA. 84+87
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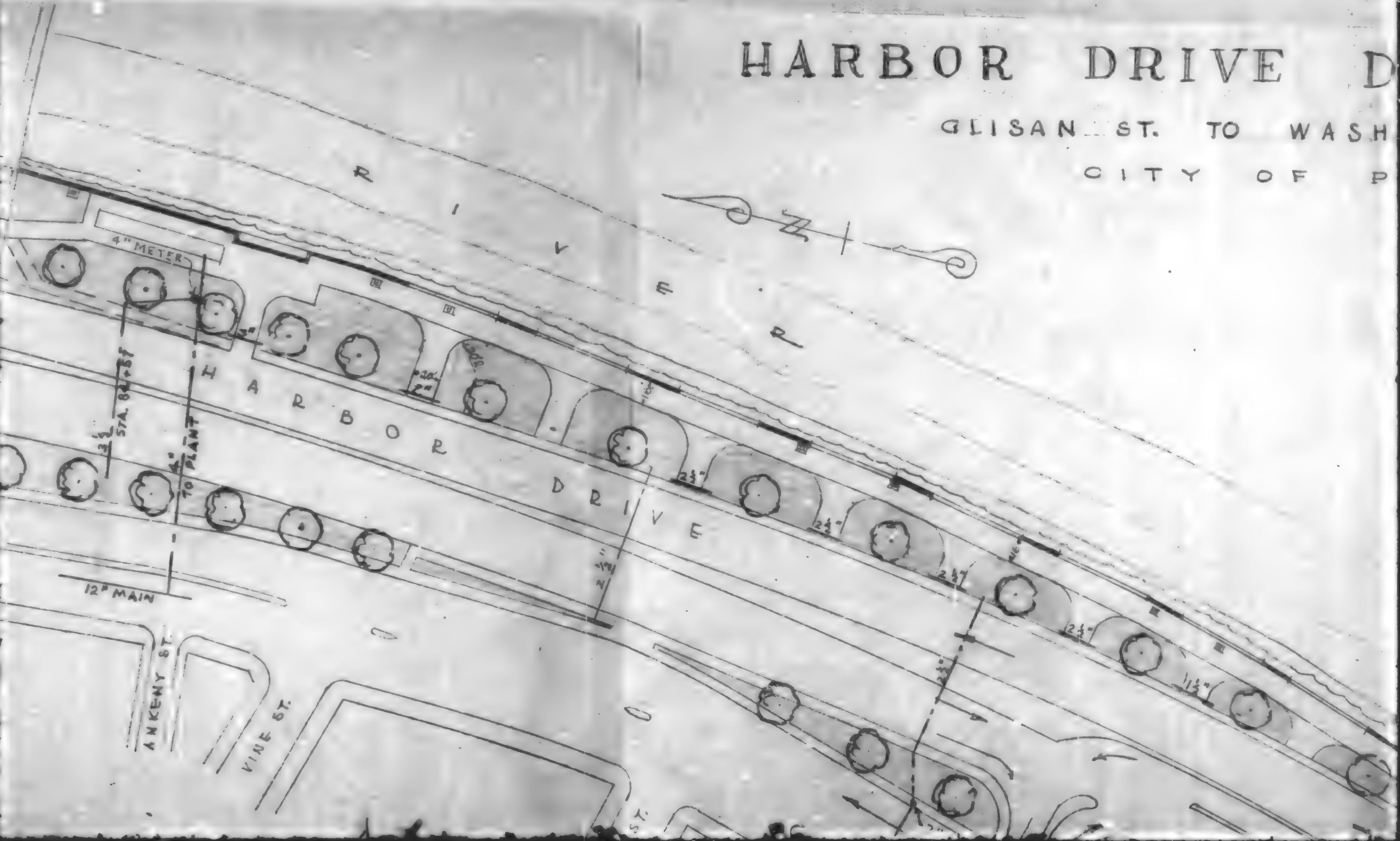
REVISED PLAN

HARBOR DRIVE D

GLISAN ST. TO WASH

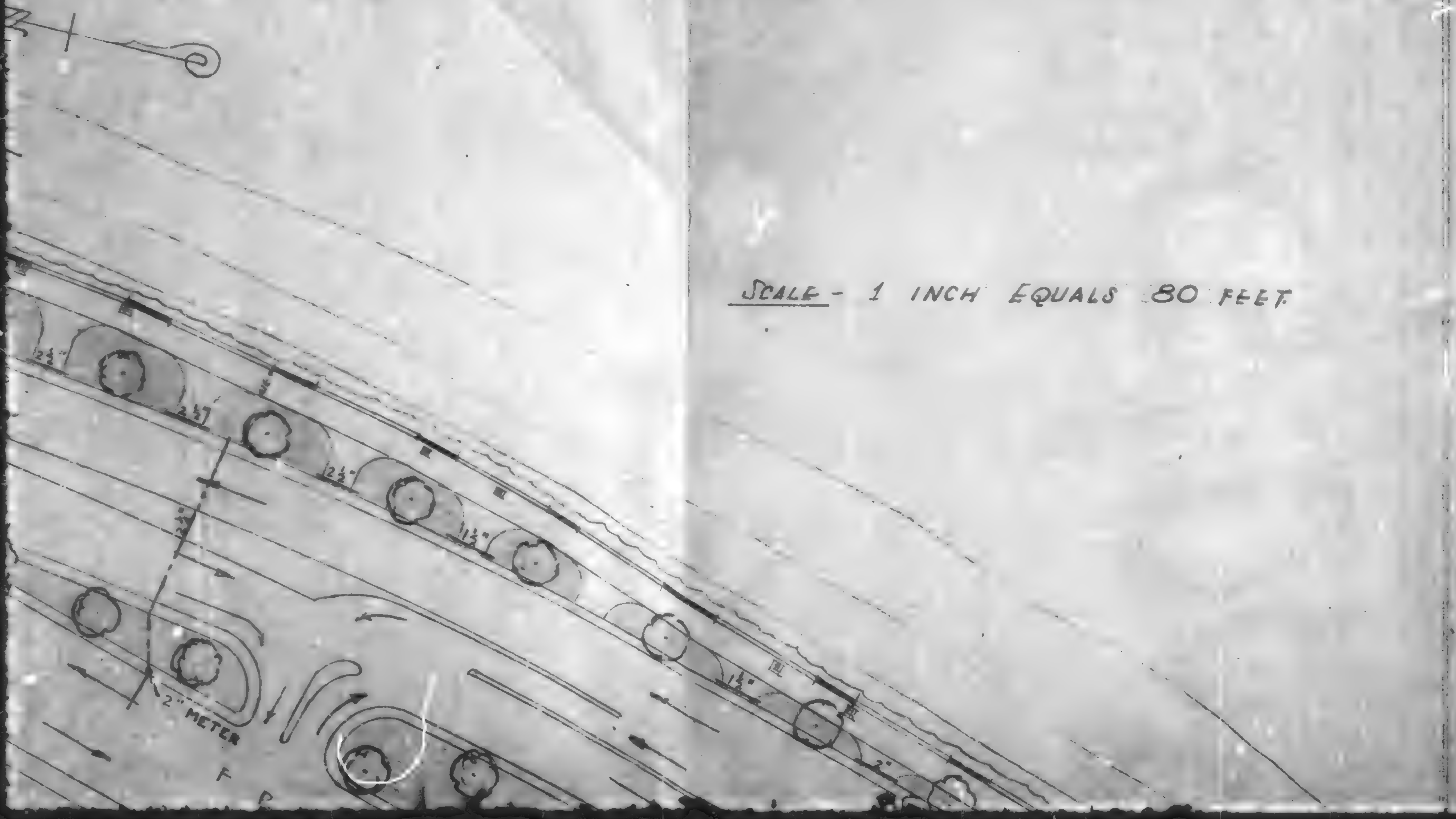
CITY OF P



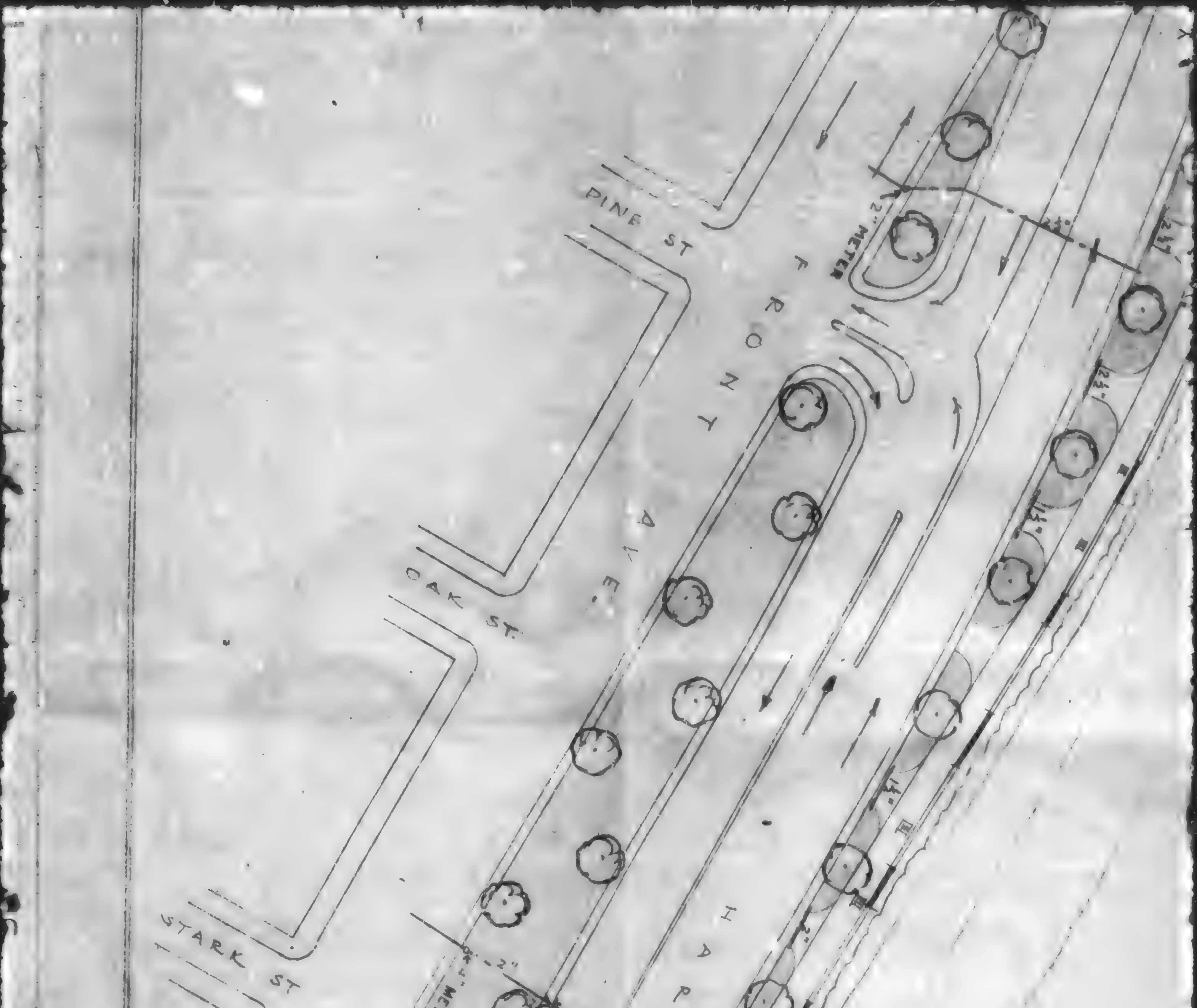
PLAN

ARBOR DRIVE DEVELOPMENT

GLISAN ST. TO WASHINGTON ST.
CITY OF PORTLAND



SCALE - 1 INCH EQUALS 80 FEET.


PINE ST
FRONT AVE.
OAK ST.
STARK ST
WASHINGTON ST
HARBOR DRIVE
2" METER
2½"
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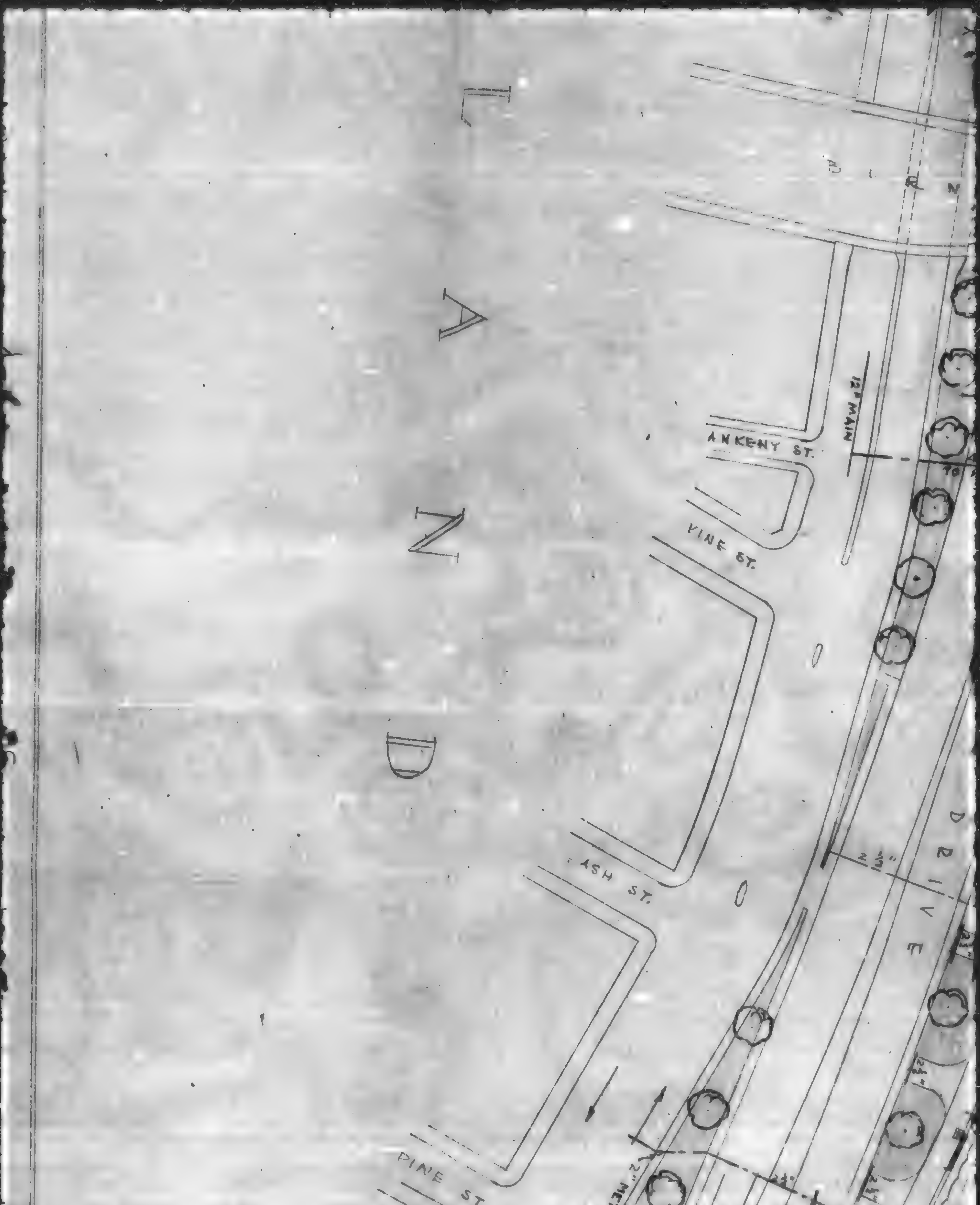
4" METER
2"
2"
2"
2½"
STA. 96+37½
EXISTING DRIVE
AUG 49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ANKENY ST.
VINE ST.
ASH ST.
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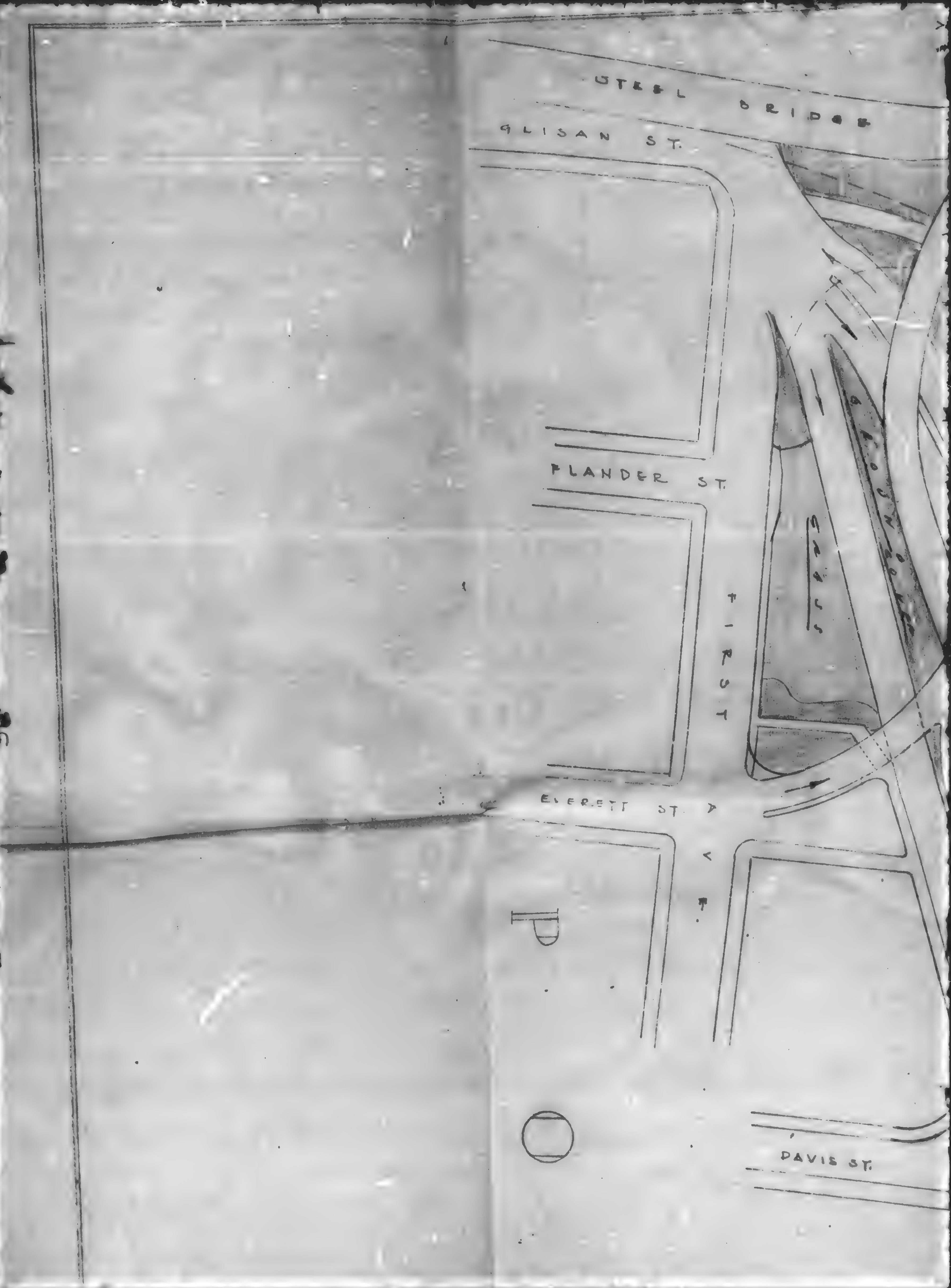
D R I V E
2" METER
F R O

PORTLA
DAVIS ST.
COUGH ST.
VENUE
B U R
12th MA


STEEL BRIDGE
GLISAN ST.
FLANDER ST.
FIRST
EVERETT ST.
AVE
GROUND LEVEL
P
DAVIS ST.

RECEIVED

FOR FILING
FORM E-30X 15M 5-50 40301

U1-306 (6)

3094

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 12, 1950

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

The special provisions covering the Steel Bridge-Ankeny Street project, contract 3094, call for the removal of car tracks from Front Avenue, the rails to be removed by the contractor and to become the property of the State. Approximately 20 tons of rails have been removed and piled within the project limits.

Three bids have been received from companies handling this type of material.

Alaska Junk Company, $18.88 per ton as is.

California Rag & Metal Company, $17.00 per net ton.

Standard Steel & Metal Company, $12.00 per net ton.

Due to the fact that the rails interfere with the contractor's operations, I requested authority from Mr. W. C. Williams by telephone this date to dispose of the rails to the Alaska Junk Company, whose bid was $18.88 per ton. Weight tickets will be furnished indicating tonnage, and check will be made to the Oregon State Highway Commission, and forwarded to your office at a later date.

Yours very truly,

F. T. YOUNG
Assistant Division Engineer

FTY:w
cc: W. C. Williams ✓
D. J. Barbee

RECEIVED
[illegible] 7 1950
FOR FILING

NOA-4

41-306(6)

3094

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1950

SUBJECT: Minute Entry regarding
Kuckenberg Construction
Company Assignment

To: Mr. H. B. Glaisyer
Secretary
Office

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

Will you please make a minute entry in the minutes of the Commission of the meeting February sixth and seventh regarding the Kuckenberg Construction Company assignment, as follows:

> "Mr. Enfield presented to the Commission the request of Kuckenberg Construction Company that the Commission consent to an assignment of Contract No. 3094 by Kuckenberg Construction Company, a partnership, to Kuckenberg Construction Company, a corporation. The Commission consented to such assignment as set forth in the assignment instrument furnished by Kuckenberg Construction Company, wherein Kuckenberg Construction Company, a partnership, assigns all of its rights and interest in and to Contract No. 3094, and delegates all of its duties and obligations in said contract to Kuckenberg Construction Company, a corporation, and wherein Kuckenberg Construction Company, a corporation, agrees to perform all of said delegated duties and obligations, and wherein all of the individual partners of Kuckenberg Construction Company, a partnership, agree to remain personally liable under the contract and bond made a part of said contract to the same extent as they are and were liable prior to said assignment. The consent of the Commission to this assignment is further based upon the prequalification statement of Kuckenberg Construction Company, a corporation, as filed with the Highway Commission and as amplified by letter dated February 2, 1950, from Wilbur, Beckett, Oppenheimer, Mautz & Souther, attorneys for both Kuckenberg Construction Company, a partnership, and Kuckenberg Construction Company, a corporation."

Yours very truly,

J. M. DEVERS

By CWEnfield
C. W. ENFIELD
Assistant Counsel

CWE:avh

NO[illegible]-4

FORM E-30 25M 6-40 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 17, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

Attached is a form of minute entry which I think will cover the matter of the assignment by Kuckenberg Construction Company, a partnership, to Kuckenberg Construction Company, a corporation.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH

Enc.

As a result of the acceptance of the bid of Kuckenberg Construction Company a contract was awarded to said company calling for the construction of , which contract is No. 3094. Said contract has been duly executed by the parties and is now in full force and effect.

It appears that the members of said partnership have now formed a corporation to be known as the Kuckenberg Construction Company, a corporation, to which corporation it is the purpose of the partnership to assign all assets and all liabilities of the co-partnership, and particularly to assign the said contract with all its obligations and benefits. The Commission has now been requested to consent to said assignment.

Upon recommendation of the engineer with respect to the financial status of the new corporation, and upon advice of counsel with respect to the authority of the Commission to consent to said assignment, the Commission, upon motion of Commissioner , seconded by Commissioner , which motion was declared unanimously carried by the Chairman, authorized that its consent and approval to said assignment be and hereby is given.

NOA-4

February 15, 1950

Mr. J. M. Devers

The State Highway Commission at its meeting on February 7, discussed a request of Kuckenberg Construction Company, a partnership, for the assignment of its interest in State Highway Contract No. 3094, to Kuckenberg Construction Company, a corporation.

This matter was presented to the Commission by Mr. Kni[illegible] and the Commission approved the assignment unanimously. You asked me to let you prepare the minute entry covering the matter. I will be very glad if you will do so. This is just a reminder that I am about ready for it. Thanks a lot.

Secretary

HBG:ts

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

AGENDA
[illegible] - 1950

NOA-4

February 3, 1950

Millar, Beckett, Oppenheimer, Mautz & Souther
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

NOTED
H. B. GLAISYER

Attention: Mr. William H. Kinsey   Re: Kuckenberg Construction Company

Gentlemen:

Thank you for your letter of February 2, 1950, together with the enclosed prequalification statement for the Kuckenberg Construction Company, a corporation. The prequalification statement as amplified by your letter and the form of assignment are acceptable to this office, and we are presenting this matter to the Highway Commission at its next meeting on February sixth and seventh with the recommendation that the Commission consent to such assignment. The action of the Commission will be entered in the minutes of the meeting of the Commission and you shall be advised of such action by the Secretary immediately following the meeting.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Counsel

CWE:avh
cc - W. C. Williams
H. B. Glaisyer

NOA

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 6, 1950

NOTED
H. B. GLAISYER

Wilbur, Beckett, Oppenheimer, Mautz & Souther
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. William H. Kinsey   Re: Kuckenberg Construction Co.

Gentlemen:

Your letter of January 4, 1950, addressed to the Oregon State Highway Commission regarding the formation of the Kuckenberg Construction Company, a corporation, by the partners of the Kuckenberg Construction Company, a partnership, has been referred to this office for reply.

Before an assignment of Contract No. 3094 can be made by the partnership to the corporation, it will be necessary for the corporation to file a statement setting forth its qualifications as required by O. C. L. A., § 98-103. I have asked the Secretary of the Highway Commission to forward the necessary forms to the Kuckenberg Construction Company for submission of such statements as necessary for qualification of the Kuckenberg Construction Company, a corporation, to submit bids for and to be awarded, and to subsequently perform construction contracts with the State, upon receipt of a satisfactory qualification statement.

This office sees no objection to an assignment of the contract by the partnership to the corporation, providing the assignment expressly states that the partners in the Kuckenberg Construction Company, a partnership, shall remain personally liable under the contract after its assignment, to the same extent that they are now personally liable as partners in the Kuckenberg Construction Company, a partnership.

Prior to giving a written consent to the assignment of the contract, we will appreciate being supplied with the executed assignment, together with the consent thereto of the surety company, wherein the Kuckenberg Construction Company, a corporation, will expressly undertake to perform all of the obligations, duties, and responsibilities of the Kuckenberg Construction Company, a partnership, under the contract

SECRETARY

noted
7Q

with the State, in addition to the assignment of all the rights of the Kuckenberg Construction Company, a partnership.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Counsel

CWE:avh
cc - W. C. Williams
H. B. Glaisyer

RECEIVED
FEB 10 1950
FOR FILING

U1-306(6)

3094

February 10, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

Attached for your records is a copy of an assignment of Contract No. 3094 from Kuckenberg Construction Company, a partnership, to Kuckenberg Construction Company, a corporation. This assignment was presented to the Highway Commission at its meeting February 6 and 7 and accepted by them.

Contract 3094 covers work on the Front Avenue (Steel Bridge-Ankeny Street) Section of the Pacific Highway West in Multnomah County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mt
Attach.

FORM E-30 15M 8-46 31808

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 8, 1950

SUBJECT: Kuckenberg Construction Company

To: Mr. H. B. Glaisyer
Secretary
Office

COPY

Dear Mr. Glaisyer:

Enclosed herewith is a copy of a letter sent to Wilbur, Beckett, Oppenheimer, Mautz & Souther this date regarding the assignment of contract No. 3094 by Kuckenberg Construction Company, a partnership, to Kuckenberg Construction Company, a corporation.

Enclosed herewith is the form of assignment, together with a prequalification statement of Kuckenberg Construction Company, a corporation, and a letter from Wilbur, Beckett, Oppenheimer, Mautz & Souther which amplifies such prequalification statement.

Your attention is invited to the fact that for all purposes other than the assignment of this particular contract, Kuckenberg Construction Company, a corporation, is qualified only to the extent of assets in the sum of $50,000.00. The statement set forth in the enclosed letter incorporating by reference the prequalification statement of the partnership is applicable only to this assignment and should not be considered in determining the prequalification of the corporation with respect to any other projects.

We shall prepare and forward to you at the earliest opportunity a form of minute entry with respect to the consent of the Commission to the assignment of this contract.

Yours very truly,

J. M. DEVERS

By /s/ C. W. Enfield

C. W. ENFIELD

original copy of assignment is in Contract 3094

Z. Q
2-9-50

CWE:avh
Encl.

129X 20M 8-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 8, 1950

COPY

Wilbur, Beckett, Oppenheimer,
Mautz & Souther
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Re: Kuckenberg Construction Company

Attention: Mr. William H. Kinsey

Gentlemen:

The assignment of contract No. 3094 by Kuckenberg Construction Company, a partnership, to Kuckenberg Construction Company, a corporation, was presented to the Highway Commission at its recent meeting on February 6 and 7, 1950. The Commission by unanimous action consented to the assignment as set forth in the assignment instrument, and based upon the prequalification statement of Kuckenberg Construction Company, a corporation, as amplified by your letter of February 2, 1950.

The action of the Commission in consenting to this assignment will be made a matter of record by appropriate entry in the minutes of the Commission's meeting.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Counsel

CWE:avh
cc - H. B. Glaisyer
W. C. Williams

R. W. Wilbur
H. B. Beckett
E. K. Oppenheimer
Robert T. Mautz
Calvin N. Souther
Arno H. Denecke
William H. Kinsey
Wayne A. Williamson

WILBUR, BECKETT, OPPENHEIMER, MAUTZ & SOUTHER
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Cable Address
WILBUR

February 2, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. C. W. Enfield

Re: Kuckenberg Construction Co.

Gentlemen:

In reply to your letter of January 6, 1950, enclosed is the written assignment of contract No. 3094 from Kuckenberg Construction Co., a partnership, to Kuckenberg Construction Co., a corporation. In said assignment the corporation agrees to carry out and perform said contract in accordance with the terms thereof. The assignment also contains a guarantee of performance by the partners and a statement that they shall remain personally liable under the contract. Consent of the surety to the assignment is endorsed thereon.

Also enclosed is the prequalification statement for the corporation. Since the partnership is remaining liable under the contract, financial statements of the partnership are in effect financial statements of the corporation, so the prequalification statements of the partnership are incorporated by reference in the enclosed corporation statement. I have sent this prequalification statement to you rather than to the Secretary of the Commission so that you may explain the situation to him. He might otherwise be somewhat concerned by the number of blanks in the statement.

We shall look forward to receiving the written consent of the Oregon State Highway Commission to the assignment. Please telephone me collect if you have any further questions or requests in the matter.

Yours very truly,

/s/ William H. Kinsey
William H. Kinsey

WHK:J
Encl.

RECEIVED
JAN 31 1950
FOR FILING

UI-306(6)

Files

January 30, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Front Avenue (Steel Bridge-Ankeny
Street) Section, F. A. UI-306 (6)

The Order for State Force Work dated January 10, 1950, covering the installation of signal lights, curb reflectors and signs at an estimated cost of $3,030, is proposed as nonparticipating work in so far as the Federal Government is concerned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

January 26, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Order for State Force Work, dated January 10, recently submitted for Oregon Project UI-306(6), Front Avenue, calls for lights, curb reflectors and signs, estimated to cost $3,000.00. There is no indication as to the proposed basis of Federal participation.

In connection with similar work on a project in another State we were advised that costs of such work may be reimbursed under the provisions of General Administrative Memorandum No. 307. We believe that is preferable to reimbursement on an actual cost basis, as it eliminates the necessity for auditing the cost statement. However, we should prefer to approve agreed unit prices rather than a lump sum, unless the latter is the only practicable method and is fully supported. If you should prefer, we are willing to approve the work for reimbursement on an actual cost basis.

We are holding the work order without action pending receipt of advice as to your wishes.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JAN 30 1950
[illegible] WAY COMMISSION

RECEIVED
JAN 11 1950
FOR FILING

Gen'l Files

OREGON STATE HIGHWAY COMMISSION

Request for Outside Billing

(Or Advice of Cash Transaction)

Address invoice to:

City of Portland

W1-306 (6)

3094

Attention of Linwood Cornell
City Treasurer

Request No. (assigned by staff engineer or head of department) OS-2028

Date January 11, 1950

Payer's Order No. (if any)

Department Order No. (if any) (Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Reimbursement to State of Oregon for restoration work performed by State Contractor in the Area formerly occupied by the Northwest Marine Iron Works near the West approach to the Steel Bridge. State Contract 3094. Non-participating portion.

Itemized Statement:

Quantity	Unit	Description	Unit Price	Amount
		Amount of reimbursement		10,500.00

Has payer made payment for this service? yes

If so, what is amount of payment? $10,500.00

Has payer made a deposit with the department to guarantee payment? - -

If so, what is amount of deposit? $ - -

Is this a partial or final request for billing? Final

Have there been any previous requests for billing in connection with this same service? No

If so, give total of all previous requests $ - -

Also give number of last previous request - -

Credit distribution:

26-1088-291

Submitted by:

Parsons

Approved:

Division Engineer

Approved:

Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or department head. Staff engineer or department head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing Dept.

RECEIVED
[illegible]
FOR FILING

UI 306 (6)
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

November 22, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of November 18 replying to ours of October 3 relative to proposed Price Agreement No. 4 for Project UI-306(6), Steel Bridge - Ankeny Street Section of the Pacific Highway.

The sketch map attached to your last letter indicates a sizeable portion of the proposed work lies outside the limits of the Federal Aid Section and therefore is ineligible for Federal participation. The following comments refer to the item numbers in the Price Agreement.

Items 1 to 5 involve various sizes of water pipe. From your sketch the larger proportion of this pipe is not on the Federal Aid Project and therefore ineligible for Federal participation.

Item 6. General excavation is in the same category.

Item 7. While such portions of this item as are placed within the limits of the Federal Aid Project would be eligible, apparently quite a percentage of the topsoil yardage is for non-participating sections.

Items 8 and 9. Portions of these items are possibly on the Federal Aid portion of the project but under the specifications we do not believe additional compensation above the bid price is justified or eligible for Federal aid funds.

Item 10. The justification for the increased unit price for sidewalks does not appear applicable to the Federal Aid Section since the 12 foot sidewalks are all non-participating. Further, the unit bid price of $2.75 per square yard for 4" sidewalks does not seem low when compared to the unit bid price of $3.60 for 8" roadway pavement. We see no reason why the bid price for walks on the Federal Aid portion and which have not been changed, should be entitled to a unit price boost.

The Price Agreement should be revised to show items and quantities separately for the participating and non-participating sections, if further action toward approval is desired.

With regard to Mr. Williams' remarks as to the attitude of the Commission, when the Portland City representatives requested the elimination of landscaping and the construction of hard surface instead, it was my understanding the Commission did not intend to change their plans, hence I thought the matter settled. I do not remember any agreements providing for a 16 foot walk or driveway along the Harbor Wall nor for the large number of driveways to this walk or roadway as now shown by the sketch you submitted.

Very truly yours,

T M Davis

T. M. DAVIS
District Engineer

Copy to Probert.

RECEIVED
NOV
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 21 1949
FOR FILING

1510

UI-306(6)

3094

1512 W

November 18, 1949

Mr. F. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In your letter of October 3, you requested additional information relative to Price Agreement No. 4, Oregon Project UI-306 (6), Steel Bridge-Ankeny Street Section. You were present at the Commission meeting when the City of Portland appeared before the Commission and requested a change in the proposed landscaping of Harbor Drive, they contending that it was imperative that vehicles be allowed to reach the water front in order to service ships and for the dumping of snow trucked from streets. An investigation was made on the ground, and the Highway Commission agreed to revise the proposed landscaping plan to provide certain ramps extending from Harbor Drive to the walk bordering the sea wall. The Commission also agreed to make a driveway 16 foot wide along the sea wall in lieu of the 12-foot walk provided in the original plans.

In conformance with this decision, a Price Agreement was entered into, and the reasons for changes in prices over items as bid are as follows:

You have approved Items 1 to 5, so these will not be commented on.

Item 6. General Excavation. This requires excavation for the several ramps between Harbor Drive and the sea wall to a depth of approximately four inches only. This is all hand work and cannot be performed as economically as excavation that can be done with equipment.

Item 7. Topsoil. We have no bid item for topsoil.

Item 8. 1½" - 0" Material in Base. This material must be placed by hand in small quantities, and the cost of such placing is greater than placing of material in base on the roadway proper.

Item 9. Class "F" Asphaltic Concrete. This item is placed in the ramps between Harbor Drive and the sea wall and must be placed by hand with forms necessary, and cost of performing the work in this manner is greater than where machine-laid on the roadway proper.

Item 10. Concrete Walks. The contractor's original bid was based on approximately 3,400 square yards of walk 12 feet wide and approximately 1,000 square yards of walk six feet wide. All of the 12-foot walk was eliminated, this being the walk along the seawall that was replaced by a driveway on which standard concrete pavement was used. The contractor contended that his bid was based on a 12-foot walk being cheaper to construct than a six-foot walk, so that in order to balance the bid he would need additional cost for the six-foot walk, and in this we concur.

I enclose a sketch map showing the present plan of landscaping and ramps between Washington Street and the Steel Bridge.

From the above information, it is hoped that you can advise of your approval of Price Agreement No. 4.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:[illegible]

Encl.

cc Mr. Paxson
Mr. Astrup

FORM E-10 20M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1949

SUBJECT: Price Agreement No. 4
Steel Bridge-Ankeny Street Section
Front Avenue Project

To: Mr. W. C. Williams
Assistant State Highway Engineer
OFFICE

In answer to the request made in assignment slip #1512, referring to the above subject, there is attached one copy of the print showing the revised plan of the Harbor Drive development from Washington Street north to the Steel Bridge. The original plan sheets have not been revised to show these changes.

With respect to paragraph 2 of Mr. Davis' letter of 3 October, representatives of the city of Portland appeared at the June Commission meeting and requested that the area between Harbor Drive and the sea wall between Burnside Street to Morrison Street be paved. The reasons given at this meeting and at subsequent conferences were their need to service ships tied up at the sea wall, the harbor master's operational requirements for the docking of ships, the desirability of additional access points for the dumping of snow and the impracticability of maintaining grass. They contended that a 12-foot walk would not accommodate the public visiting ships and consequently the grass would be destroyed.

Further investigation showed that it was imperative that a roadway be constructed parallel to the sea wall to permit lifting of the removable sections of the balustrade and the placing of a gangplank to the docked ships. For the latter purpose, the harbor master stated it was necessary to have a minimum of 55-foot operating space at right angles to the removable balustrade sections to permit their truck to maneuver and place a 35-foot gangplank through the balustrade to the ship.

A revised plan was developed for a 16-foot width concrete paving parallel to the sea wall the entire length of the project with access at presently established intervals, augmented by 20-foot asphalt paving panels centered between the nonremovable sections of the balustrade. These changes provide additional paved space for pedestrian traffic and adequate access along the sea wall for servicing ships or for operational requirements of the harbor master. They retain the essential landscape features of the original plan through the series of panels for grass and tree planting.

All correspondence with assignment slip #1512 is returned herewith.

Mark H Astrup

Mark H. Astrup
Landscape Engineer

MHA:be
Attachments

ASSIGNMENT No. [illegible]

DESCRIPTION: Mr. Skelton's letter of 10-31-49 and attached correspondence, particularly T. M. Davis' letter of 10-3-49 re Price Agreement No. 4 re Steel Bridge-Ankeny Street Section

DATE: 11-4-49 ASSIGNED TO: Astrup

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date 7 Nov 49

~~xxxx~~ Furnish me print of proposed work and any comments you may have as to Davis' letter. WCW

REPORT RECEIVED:

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-60 25M 6-48 32902

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Portland, Oregon
October 31, 1949

SUBJECT: Price Agreement No. 4
Steel Bridge-Ankeny Street
Prefix 26-1088

To: Mr. G. S. Paxson
Bridge Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to the letter dated October 12th from M. Stephenson, returning Price Agreement No. 4 for the Steel Bridge-Ankeny Street section, together with copy of a letter from T. M. Davis, District Engineer of the Bureau of Public Roads. Mr. Stephenson asked that we make up the necessary explanations for the cost analysis requested by Mr. Davis, and return with this price agreement.

Referring to Mr. Davis' letter of October 3rd, in the second paragraph he states that certain items appear to involve changes in the work as approved, and little information as to the nature or necessity for changes is given, further action must be deferred until this data and revised plan sheets are submitted. I presume that this information will be prepared by the Salem office, as we made up the items covered on the basis of plans received from the Landscaping Department. I think these plans are complete, and have the necessary data needed to answer this portion of the inquiry.

In paragraph 3 of Mr. Davis' letter, he requests that showing the additional cost should be made, accompanied by a detailed explanation and a cost analysis. We have gone over this matter with the Kuckenberg Construction Company, and they present the following basis which they used to arrive at their unit price bid. The total sidewalk on the project amounts to 4400 square yards. Of this total they estimated 3500 square yards of 12 foot walk at $2.70 per square yard, or a total of $9450.00, and 900 square yards of 6 foot walk at $3.00 per square yard, or a total of $2700.00, making a total estimate of $12,150.00, or an average cost of $2.76 per square yard. They state that this item was bid at $2.75 per square yard based on the above estimated price. Under this change, we have eliminated the 3500 square yards of 12 foot sidewalk entirely, leaving the 900 square yards of 6 foot sidewalk on which they state their original price of $3.00 per square yard should prevail. They do not have any detailed cost analysis on this, and the above is the best that we or they can furnish.

It would seem to me that if this is not satisfactory to the Bureau of Public Roads, the only way it could be handled would be to delete it from the price agreement, and to let them submit a claim based on the contract provision for an adjustment where an item is reduced by more than 25%. The contractor has an approved copy of this price agreement, and I presume for him to agree to such a change, we should have a separate price agreement for this item alone.

Your file is returned herewith.

Yours very truly,

A G Skelton

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: H. G. Smith
D. J. Barbee

October 3, 1949

REFERRED TO
Mr. Paxson
By Chief Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Price Agreement No. 4 submitted with Mr. Paxson's letter of September 29 regarding Oregon Project No. UI-306(6), Steel Bridge - Ankeny Street Section of the Pacific Highway.

The water pipe will be recommended for approval. As other items appear to involve changes in the work as approved and little information as to the nature of or necessity for the changes is given, further action must be deferred until this data and revised plan sheets showing the proposed roadways and walks are submitted.

It is doubtful if a blanket increase in the cost of concrete walks will be approved without a showing of the additional costs chargeable to the participating and non-participating portions and certainly not without a detailed explanation and a cost analysis.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OCT 4 1949
OREGON
STATE HIGHWAY COMMISSION

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OCT 4 1949
OREGON STATE HIGHWAY COMMISSION

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

September 29, 1949

Mr. F. M. Davis
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Front Avenue
(Steel Bridge-Ankeny St.) Sec.
F.A.P. No. UI-306 (6)

Herewith are six copies of Price Agreement No. 4 on the above project.

Yours very truly,

G. S. Paxson
Bridge Engineer

GSP:bd
Attached

cc W. A. Reeves ✓
J. W. Nash (encl.)

FORM E-90X 15M 1-49 29984

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1949

SUBJECT: Price Agreement No. 4
Front Avenue (Steel Bridge - Ankeny Street)

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
P.O. Box 4644, Sellwood Station
Portland 2, Oregon

Dear Sir:

Herewith three approved copies of Price Agreement No. 4 for the Front Avenue (Steel Bridge-Ankeny Street) project. These copies are for distribution to the resident engineer, contractor and your files. The auditor has been furnished a copy.

Very truly yours,

W. A. Reeves
Bridge Office Engineer

GN
Attached
cc W. A. Reeves ✓
Auditor

Form A-169—4M—10-46

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Front Avenue (Steel Bridge- Ankeny Street) Date Sept. 7, 1949, 194

Highway Pacific West Contract No. 3094

County Multnomah Prefix 26-1088

Contractor Kuckenberg Construction Company F. A. Project No. UI-306 (6)

Address 11104 N.E.Holman St. Box 949, Route 7, Portland Price Agreement No. 4

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Install a 16 foot pavement along the seawall in lieu of a 12 foot walk, install various sizes of galvanized iron pipe under Asphalt pavement, install Asphaltic roadways from northbound Harbor Drive to the pavement along the seawall.

Locations by station numbers: Station 69/50 to Station 98/00

Names of pay items, estimated quantities and agreed prices:

See attached sheet

Specifications, basis of measurement and other provisions: Specifications and basis of measurement and payment to be as stated in the Standard Specifications and of the Special Provisions which cover this contract.

APPROVED

G S Paxson

Bridge Engineer

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization	$ 1,422,407.03
Present estimate of project cost, including $ 4,634 for work under this order	$ 1,422,407.03
Expected under-run over-run (amount)	$
Expected under-run over-run (per cent)	$

Space to right of this line is for use of Salem Office

Submitted by: D. J. Baker Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Construction—Bridge—Engineer

Signed: Contractor

Approved: State Highway Engineer

State Printing Dept. 26618

Attachment sheet 1 of 2

The following items and agreed prices are to be attached to and become a part of Price Agreement number 4, contract number 3094, Steel Bridge to Ankeny Street Section of the Front Avenue Project.

ITEM	UNIT	QUANTITY	AGREED PRICE	COST
1. 1½" Galvanized Iron Pipe	Lin. Ft.	42	0.50	$ 21.00
2. 2" Galvanized Iron Pipe	Lin. Ft.	63	0.75	47.25
3. 2½" Galvanized Iron Pipe	Lin. Ft.	105	0.80	84.00
4. 3" Galvanized Iron Pipe	Lin. Ft.	21	1.00	21.00
5. 3½" Galvanized Iron Pipe	Lin. Ft.	63	1.25	78.75
6. General Excavation, Unclas.	Cu. Yd.	300	1.50	450.00
7. Topsoil	Cu. Yd.	600	2.75	1,650.00
8. 1¼" -0" Material in Base	Cu. Yd.	160	3.00	480.00
9. Class "B" Asphaltic Concrete	Ton	160	9.70	1,552.00
10. Concrete Walks	Sq. Yd.	1,000Additional	0.25	250.00
Total				$4,634.00

Items 1 to 5 inclusive (various sizes of Galvanized Iron Pipe) are to be installed under new roadways between northbound Harbor Drive and the Seawall pavement. The pipe will be installed and paid for the same as the Copper Water Pipe as stated in the Special Provisions covering this contract.

Item 6, General Excavation, Unclassified, is to apply only to that excavation which is south of Station 87+00 and below the original section for this area, the section of this excavation, in general, will be 4" thick for 12 feet in width and 2" thich for an additional 4 feet of width. Inasmuch as this job is a waste job, this additional excavation will be hauled from the job and wasted for the agreed price. The agreed price to include excavation and haul.

Item 7, Topsoil, is to apply only to the topsoil placed south of the road way to the City of Portland Pumping plant at Station 85+45. This was originally one large area and has now been divided into several small areas by roadways, requiring considerable handwork. The agreed price for this item is to include the furnishing, hauling and placing of topsoil as per the Special Provisions covering Topsoil on this contract.

Item 8, 1¼" -0" Material in Base, is to apply only to that material placed under Asphaltic Concrete roadways not shown on the original job plans and placed between northbound Harbor Drive and the Seawall pavement. This material will be placed in relative small areas and will have to be placed and spread by hand. Special Provisions for this contract shall apply to this material.

9, Class "B" Asphaltic Concrete, is to apply only to that material placed in roadways not shown on the original plans which are constructed between northbound Harbor Drive and the Seawall pavement. The Special Provisions covering "Asphaltic Concrete" shall apply to this material except that the roadways constructed of this material will require forming and the cost of this forming is included in the agreed price for this material.

10, Concrete Walks, The agreed price of 0.25 is to be an additive price to the original bid price of $2.75 and is to cover all walks placed on this contract.

Attachment sheet 2 of 2.

Price Agreement number 4, contract number 3094, Steel Bridge
Ankeny Street Section of the Front Avenue Project.

continued;

The Portland Cement Concrete Pavement to be placed along the Seawall
d all related items, Expansion Joints, Contraction Joints, Tie Bars,
/4" - 18" Dowels, etc. shall be placed and paid for according to the
ecial Provisions covering this contract and the pay for these items
all be at the regular bid price for the respective items.

RECEIVED
NOV 10 1949
FOR FILING
FORM E-20 25M 6-49 32808

41- [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

October 6, 1949

SUBJECT: West End Steel Bridge - Portland

To: W. C. Williams

I have copy of Mr. Paxson's interoffice letter to you with regard program of operation west end of steel bridge with particular reference to time of opening of Glisan and Everett Street connections to one-way traffic. I first off wish to clarify on one point with regard to early opening of the Everett Street ramp; Mr. Paxson indicates that in the course of previous discussion had that I was opposed to the opening of the Everett Street ramp, in which connection will state that it was not my intent to leave that impression. At the time of previous discussion I was thinking in terms of our ~~previous~~ highway route, etc., and Harbor Drive and from a selfish highway standpoint there would be no great urgency in opening up of the Everett Street ramp. After further consideration I do believe that it would be most desirable from a traffic standpoint to put the Glisan and Everett Street ramps on their one-way traffic setup at the earliest possible date. I think that the biggest argument for doing this is that we do not "play" with the people's travel habits and switch them around any more than is necessary. Upon opening of the bridge to travel following the 60-day closure it would be most desirable to immediately place the Glisan and Everett Street ramps in one-way operation rather than continuing two-way flow on Glisan Street and at some later date and after we have gotten the traffic accustomed to the scheme of operation, switching over again to some other scheme of movement.

As to our contract with the railroad company regarding bridge rental, I do not see how opening up of the Glisan and Everett Street connections could be construed as connecting the facility up with Front Avenue.

If I understand correctly, two-way traffic on Glisan Street ramp following opening will necessitate temporary pavement backfill to eliminate bad super condition. Conversely, as I understand it, such would not be necessary if the Everett Street ramp were opened up and the ultimately planned one-way flow were put into immediate effect.

F B Crandall
F. B. Crandall
Traffic Engineer

FBC:LJ
cc: A. G. Skelton
G. S. Paxson

FORM E-30 25M 1-49 29083

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1949

SUBJECT: West End of Steel Bridge
at Portland

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Our construction schedule calls for the closing of the Steel Bridge to all traffic beginning October 10. Under the contract, the bridge is to be re-opened for traffic within 60 days after that time. This is to allow the rebuilding of the deck on the two spans immediately adjacent to the west truss of the bridge and allow us to make the connection to the ramps leading to Front Avenue and Harbor Drive.

In rebuilding the south half of the deck on these two spans, we put in super to meet the ascending ramps. There are two of these ramps leading off, and the deck is supered in two sections with a dividing island between them. At the completion of the rebuilding of the deck on these two spans, we would normally turn two-way traffic onto Glisan Street until such time as the entire project was completed and the ramps leading to Front Avenue and Harbor Drive opened to travel. This will result in a bad grade line for the temporarily routed eastbound traffic on Glisan Street, and we are proposing to fill up this superelevation temporarily with black pavement, which would be removed when the new ramps are opened to travel.

There is a possibility of continuing Glisan Street for one-way westbound traffic and taking eastbound traffic over the Everett Street ramp, which will be practically complete by the time the redecking of the two spans on Glisan Street is finished. We abandoned this idea because of objections from the contractor and because it is possible that our agreement with the railroad company might require us to start paying rental when this Everett Street ramp is opened. The opening of the Everett Street ramp would also interfere with the street work on First Avenue, immediately adjacent to the end of the Everett Street connection, which work cannot be done until the entire job is practically complete. In talking with Mr. Crandall Friday, he was opposed to the opening of the Everett Street ramp from a traffic standpoint. However, in talking to Mr. Fowler's office in Portland, I gather that they are anxious to open the Everett Street ramp and immediately make Glisan a one-way street, in order to fit in with the one-way traffic scheme which they are getting ready to put into effect in Portland.

Both Mr. Crandall and Mr. Fowler are out of the State, and I have told our contractor that final decision on this matter would not be reached until they return. This will be while I am out of the State and the matter will probably come to your desk.

Our contract with the railroad company for use and occupancy of the Steel Bridge says that our obligations will begin "when the approach connecting Front Avenue with said bridge has been completed and ready for use by the public." I am not sure whether the opening of the one ramp to Everett Street would be interpreted as placing the agreement in effect. Our agreement provides that we shall pay them a monthly rental of $5,416.66 (annual rental, $65,000). It also provides that when the agreement goes into effect the State shall provide the lighting of the upper deck, the maintenance of the deck surfaces, the providing of gate keepers on the upper deck, and the carrying of liability and property damage insurance. I do not believe we should take on these obligations for the additional 6-or 8-months period unless there is a substantial convenience to the city traffic.

Very truly yours,

GS Paxson

G. S. Paxson
Bridge Engineer

GSP:gm

cc F. B. Crandall
A. G. Skelton
J. T. Skelton

RECEIVED
OCT 5 1949
FOR FILING

UI-306(6)
OREGON DISTRICT

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 3, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Price Agreement No. 4 submitted with Mr. Paxson's letter of September 29 regarding Oregon Project No. UI-306(6), Steel Bridge - Ankeny Street Section of the Pacific Highway.

The water pipe will be recommended for approval. As other items appear to involve changes in the work as approved and little information as to the nature of or necessity for the changes is given, further action must be deferred until this data and revised plan sheets showing the proposed roadways and walks are submitted.

It is doubtful if a blanket increase in the cost of concrete walks will be approved without a showing of the additional costs chargeable to the participating and non-participating portions and certainly not without a detailed explanation and a cost analysis.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
OCT 4 1949
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Mr. Paxson

RECEIVED
SEP 27 1949
FOR FILING

III 30616

3794

September 26, 1949

Honorable Dorothy McCullough Lee
Mayor
City Hall
Portland, Oregon

Dear Madam:

Under our contract for the construction of the west approach to the Steel Bridge in Portland, the contractor is to close the bridge to all traffic for a period of not to exceed 60 days in order to rebuild the two spans of the existing Glisan Street ramp where new connections are made. The construction schedule calls for this closure to start on Monday, October 10, 1949, at 8 A. M. This notice is given so that your office may make suitable arrangements with the Portland Traction Company and your traffic department in rerouting traffic during the bridge closure.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson
A. G. Skelton
J. T. Skelton
F. B. Crandall

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DEC 13
FOR FILING

NERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS
[redacted]
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
[redacted]
PORTLAND 8, OREGON

August 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon UI-306(6)
Front Avenue (Steel Bridge-Ankeny St.)
Section of the Pacific Highway West
in Portland

Dear Sir:

Enclosed herewith for your file is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By:
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
AUG
OREGON
STATE HIGHWAY COMMISSION

Tron

Form PR 2 (Revised 1946)

W 7719

State Oregon

Federal Aid Urban Project No. UI-306(6)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19 day of July, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of April, 1946, a program, which was approved on the 8th day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of November, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of six hundred twenty thousand seven hundred ten and 00/100 dollars ($620,710.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 67+60.5 on the west end of the Steel Bridge and survey station 37+00 at the junction of Front Avenue and Vine Street, all in Portland, without exception, length 0.360 miles, in Multnomah County, being Oregon Federal Aid/Urban project No. UI-306(6), consisting of 0.149 miles of roadway and one bridge of more than 20 feet clear span, 0.211 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Wherever in this document the terms "Public Roads Administration" and "Federal Works Agency" appear, they shall include or have reference to the Bureau of Public Roads and the General Services Administration, as the context requires, to conform to the Federal Property and Administrative Services Act of 1949, Public Law 152, approved June 30, 1949.

(c) The State agrees no tolls will be charged for the use of the Steel Bridge and it will provide a suitable crossing of the Willamette River for the highway if for any reason the lease of the Steel Bridge is terminated.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

six hundred twenty thousand seven hundred ten and 00/100

dollars ($620,710.00), which does not exceed the authorized Federal pro rata share of

one million two hundred eighty-four thousand nine hundred fifty-seven and 08/100

dollars ($1,284,957.08), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chapter 529, Laws 1939
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By
Acting Division Engineer,
~~Public Roads Administrator~~
U.S. Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
FOR FILING

June 24, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Front Avenue (Steel Bridge-Ankeny St.) Section, Project No. UI-306 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/ge

Encl.

Oregon State Highway Department

Federal Urban Highway
Project No. UI-306 (6)

FRONT AVENUE (STEEL BRIDGE-ANKENY ST.) SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 14, 1949

Type Code No. 7201
Roadway (Sta. SH 78+85.4 to HD 87+00)

All Required		Clearing and Grubbing (50%)		$ 1,750.00
4,600	sq. yds.	Removal of Pavement	$ 0.75	3,450.00
2,400	sq. yds.	Removal of Walks and Driveways	0.20	480.00
2,000	lin. ft.	Removal of Curbs	0.20	400.00
14	only	Removal of Inlets	10.00	140.00
1	only	Special Manhole Removal and Cover Construction	125.00	125.00
1	only	Removal of Manholes	50.00	50.00
940	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	5.00	4,700.00
1,200	lin. ft.	Removal of Rails in Car Track	1.00	1,200.00
1,200	lin. ft.	Removal of Ties in Car Track	1.00	1,200.00
1,600	cu. yds.	Structural Excavation, Unclassified	5.50	8,800.00
19,800	cu. yds.	General Excavation, Unclassified	1.20	23,760.00
All Required		Finishing Roadbed and Other Areas (50%)		1,625.00
30	lin. ft.	4" Concrete Drain Pipe	1.00	30.00
700	lin. ft.	8" Perforated Concrete Drain Pipe	1.25	875.00
170	cu. yds.	Rock or Gravel Backfill in Trenches	3.00	510.00
300	cu. yds.	Rock or Gravel Backfill in Subdrains	3.00	900.00
3,600	lin. ft.	8" Sewer Pipe	0.90	3,240.00
230	lin. ft.	10" Sewer Pipe	1.50	345.00
460	lin. ft.	12" Sewer Pipe	1.75	805.00
200	lin. ft.	15" Sewer Pipe	2.00	400.00
20	lin. ft.	Extra for Installing Pipe Under Pavement	5.00	100.00
3	cu. yds.	Class "C" Concrete	50.00	150.00
6	only	Adjustment of Manholes	80.00	480.00
2	only	Adjustment of Inlets	50.00	100.00
9	only	Type "A" Manholes, 5' to 10' Deep	175.00	1,575.00
4	only	Type "A" Manholes, 10' to 20' Deep	300.00	1,200.00
1	only	Type "B" Manholes	200.00	200.00
1	only	Concrete Catch Basin	60.00	60.00
32	only	Concrete Inlets	60.00	1,920.00
10	only	Concrete Drain Inlets	75.00	750.00
180	cu. yds.	Concrete Curbs	35.00	6,300.00

70	sq. yds.	Concrete Driveways	$ 3.25	$ 227.50
1,300	sq. yds.	Concrete Walks	2.75	3,575.00
180	cu. yds.	Concrete Islands	40.00	7,200.00
12	only	Concrete Guard Posts	15.00	180.00
90	lin. ft.	3' Metal Fence	3.00	270.00
All Required		Constructing Recesses for Traffic Control Markers (50%)		250.00
3,800	cu. yds.	3" - 0" Material in Base	2.75	10,450.00
220	cu. yds.	1½" - 0" Material in Base	2.75	605.00
460	cu. yds.	¾" - 0" Material in Cushion Course	3.00	1,380.00
20	M-gal.	Sprinkling	3.00	60.00
16,200	sq. yds.	Portland Cement Concrete Pavement	3.60	58,320.00
20	lin. ft.	3/4" x 4" Expansion Joints	0.75	15.00
1,150	lin. ft.	3/4" x 8" Expansion Joints	0.25	287.50
200	lin. ft.	3/4" x 10" Expansion Joints	0.30	60.00
800	lin. ft.	½" x 4" Expansion Joints	0.15	120.00
2,600	lin. ft.	½" x 8" Expansion Joints	0.25	650.00
120	lin. ft.	½" x 10" Expansion Joints	0.30	36.00
9,000	lin. ft.	Contraction Joints	0.15	1,350.00
32	only	3/4" x 10" Metal Dowel Pins	0.50	16.00
600	only	3/4" x 18" Metal Dowel Bars	0.60	360.00
43,000	lbs.	Tie Bars and Reinforcement	0.12	5,160.00
450	tons	Class "B" Asphaltic Concrete	8.50	3,825.00
150	sq. yds.	Concrete Slope Pavement	5.00	750.00
1,000	cu. yds.	Excavation for Structures	10.00	10,000.00
970	cu. yds.	Class "A" Concrete	60.00	58,200.00
70,000	lbs.	Metal Reinforcement	0.12	8,400.00
All Required		Pump Installation		15,000.00
All Required		Electrical Work (60%)		15,000.00
2,600	lin. ft.	Furnish Untreated Piling	0.49	1,274.00
900	lin. ft.	Furnish Cast in Place Piling	2.53	2,277.00
48	only	Drive Composite Piles	40.18	1,928.64
				$274,846.64

__Code Type No. X241__
__Structure D__ (__Sta. 74+33.5 to 75+34.2 - FH Line__)

830	cu. yds.	Excavation for Structures	$ 10.00	$ 8,300.00
680	cu. yds.	Class "A" Concrete	60.00	40,800.00
85,000	lbs.	Metal Reinforcement	0.12	10,200.00
148,000	lbs.	Structural Steel	0.18	26,640.00
12,200	lin. ft.	Furnish Untreated Piling	0.49	5,978.00
2,000	lin. ft.	Furnish Cast in Place Piling	2.53	5,060.00
222	only	Drive Composite Piles	40.18	8,919.96
				$105,897.96

Subtotal	$380,744.60
10% Engr. & Cont.	38,074.46
Total	$418,819.06

Type Code X941
Structure (Sta. 67+68.5 to 78+85.4)

2,700	cu. yds.	Excavation for Structures	$ 10.00	$ 27,000.00
450	cu. yds.	Excavation Below Elevation Shown	12.00	5,400.00
6,580	cu. yds.	Class "A" Concrete	60.00	394,800.00
1,124,000	lbs.	Metal Reinforcement	0.12	134,880.00
104,000	lbs.	Structural Steel	0.18	18,720.00
3,700	lbs.	Copper and Bronze	0.90	3,330.00
6,270	lin. ft.	Metal Handrail	9.50	59,565.00
230	sq. yds.	Membrane Waterproofing	5.00	1,150.00
All Required		Electrical Work (40%)		10,000.00
All Required		Remodeling Steel Bridge		40,000.00
48,285	lin. ft.	Furnish Untreated Piling	0.49	23,659.65
13,255	lin. ft.	Furnish Cast in Place Piling	2.53	33,535.15
880	only	Drive Composite Piles	40.18	35,358.40
			Subtotal	$787,398.20
			10% Engr. & Cont.	78,739.82
			Total	$866,138.02

Length of Roadway	0.149 mile
Length of Structure	0.211 mile
Total Length	0.360 mile
Cost per mile, Roadway	$2,810,866.17

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 418,819.06	$202,314.00	$216,505.06
Structure	866,138.02	418,396.00	447,742.02
	$1,284,957.08	$620,710.00	$664,247.08

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

December 9, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate to accompany plans and specifications for the Front Avenue (Steel Bridge-Ankeny St.) Section, Project No. UI-306 (6), in which estimate a correction has been made for the item of "Concrete Islands".

Six copies of bid sheet number 5 and six copies of the plan summary sheet are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.
JMW:ND

Oregon State Highway Department

Federal Urban Highway
Project No. UI-306(6)

FRONT AVENUE (STEEL BRIDGE-ANKENY ST.) SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 9, 1948

Type Code No. 7201
Roadway (Sta. SH 78+65.4 to ND 87+00)

All Required		Clearing and Grubbing (50%)		$ 1,000.00
4,600	sq. yds.	Removal of Pavement	$ 0.60	2,760.00
2,400	sq. yds.	Removal of Walks and Driveways	0.40	960.00
2,000	lin. ft.	Removal of Curbs	0.25	500.00
14	only	Removal of Inlets	15.00	210.00
1	only	Special Manhole Removal and Cover Construction	100.00	100.00
1	only	Removal of Manholes	50.00	50.00
940	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	6.00	5,640.00
1,200	lin. ft.	Removal of Rails in Car Track	1.00	1,200.00
1,200	lin. ft.	Removal of Ties in Car Track	1.00	1,200.00
1,600	cu. yds.	Structural Excavation, Unclassified	4.00	6,400.00
19,800	cu. yds.	General Excavation, Unclassified	1.00	19,800.00
All Required		Finishing Roadbed and Other Areas (50%)		1,000.00
30	lin. ft.	4" Concrete Drain Pipe	0.60	18.00
700	lin. ft.	8" Perforated Concrete Drain Pipe	1.30	910.00
170	cu. yds.	Rock or Gravel Backfill in Trenches	4.00	680.00
300	cu. yds.	Rock or Gravel Backfill in Subdrains	4.00	1,200.00
3,600	lin. ft.	8" Sewer Pipe	1.00	3,600.00
230	lin. ft.	10" Sewer Pipe	1.50	345.00
460	lin. ft.	12" Sewer Pipe	2.00	920.00
200	lin. ft.	15" Sewer Pipe	3.00	600.00
20	lin. ft.	Extra for Installing Sewer Pipe Under Pavement	2.00	40.00
3	cu. yds.	Class "C" Concrete	50.00	150.00
6	only	Adjustment of Manholes	50.00	300.00
2	only	Adjustment of Inlets	25.00	50.00
9	only	Type "A" Manholes, 5' to 10' Deep	180.00	1,620.00
4	only	Type "B" Manholes, 10' to 20' Deep	250.00	1,000.00

1	only	Type "B" Manholes	$ 150.00	$ 150.00
1	only	Concrete Catch Basin	65.00	65.00
32	only	Concrete Inlets	50.00	1,600.00
10	only	Concrete Drain Inlets	30.00	300.00
180	cu. yds.	Concrete Curbs	45.00	8,100.00
70	sq. yds.	Concrete Driveways	4.00	280.00
1,300	sq. yds.	Concrete Walks	3.50	4,550.00
180	cu. yds.	Concrete Islands	50.00	9,000.00
12	only	Concrete Guard Posts	15.00	180.00
90	lin. ft.	3' Metal Fence	3.50	315.00
All Required		Constructing Recesses for Traffic Control Markers (50%)		50.00
3,800	cu. yds.	3" - 0" Material in Base	1.75	6,650.00
220	cu. yds.	1½" - 0" Material in Base	3.00	660.00
460	cu. yds.	½" - 0" Material in Cushion Course	3.50	1,610.00
20	M-gals.	Sprinkling	3.00	60.00
16,200	sq. yds.	Portland Cement Concrete Pavement	3.75	60,750.00
20	lin. ft.	3/4" x 4" Expansion Joints	0.20	4.00
1,150	lin. ft.	3/4" x 8" Expansion Joints	0.30	345.00
200	lin. ft.	3/4" x 10" Expansion Joints	0.40	80.00
800	lin. ft.	½" x 4" Expansion Joints	0.10	80.00
2,600	lin. ft.	½" x 8" Expansion Joints	0.20	520.00
120	lin. ft.	½" x 10" Expansion Joints	0.30	36.00
9,000	lin. ft.	Contraction Joints	0.05	450.00
32	only	3/4" x 10" Metal Dowel Pins	0.50	16.00
600	only	3/4" x 18" Metal Dowel Bars	0.40	240.00
43,000	lbs.	Tie Bars and Reinforcement	0.10	4,300.00
450	tons	Class "B" Asphaltic Concrete	8.00	3,600.00
150	sq. yds.	Slope Pavement	10.00	1,500.00
1,000	cu. yds.	Structural Excavation	8.00	8,000.00
970	cu. yds.	Class "A" Concrete	70.00	67,900.00
70,000	lbs.	Metal Reinforcement	0.115	8,050.00
All Required		Pump Installation		15,000.00
All Required		Electrical Work (60%)		12,000.00
3,500	lin. ft.	Furnish Treated Piling	1.50	5,250.00
48	only	Drive Piles	30.00	1,440.00
2,600	lin. ft.	Furnish Untreated Piling	0.48	(Alternate)
900	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
48	only	Drive Composite Piles	30.00	(Alternate)
				$275,384.00

Code Type No. X241
Structure D (Sta. 74+33.5 + 75+34.2 - FM Line)

830	cu. yds.	Structural Excavation	8.00	6,640.00
680	cu. yds.	Class "A" Concrete	70.00	47,600.00
85,000	lbs.	Metal Reinforcement	0.115	9,775.00
148,000	lbs.	Structural Steel	0.20	29,600.00
14,200	lin. ft.	Furnish Treated Piling	1.50	21,300.00
222	only	Drive Piles	30.00	6,660.00

12,200	lin. ft.	Furnish Untreated Piling	$ 0.48	(Alternate)
2,000	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
222	only	Drive Composite Piles	30.00	(Alternate)
				$121,575.00
		Subtotal		$396,959.00
		10% Engr. & Cont.		39,695.90
		Total		$436,654.90

Type Code X941
Structure (Sta. 67+68.5 to 78+85.4)

2,700	cu. yds.	Structural Excavation	8.00	21,600.00
450	cu. yds.	Structural Excavation Below Elevation Shown	10.00	4,500.00
6,580	cu. yds.	Class "A" Concrete	70.00	460,600.00
1,124,000	lbs.	Metal Reinforcement	0.115	129,260.00
104,000	lbs.	Structural Steel	0.20	20,800.00
3,700	lbs.	Copper and Bronze	2.00	7,400.00
6,270	lin. ft.	Metal Handrail	10.00	62,700.00
230	sq. yds.	Membrane Waterproofing	12.00	2,760.00
All Required		Electrical Work (40%)		8,000.00
All Required		Remodeling Steel Bridge		10,000.00
61,540	lin. ft.	Furnish Treated Piling	1.50	92,310.00
880	only	Drive Treated Piles	30.00	26,400.00
48,285	lin. ft.	Furnish Untreated Piling	0.48	(Alternate)
13,255	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
880	only	Drive Composite Piles	30.00	(Alternate)
		Subtotal		$846,330.00
		10% Engr. & Cont.		84,633.00
		Total		$930,963.00

Length of Roadway	0.149 mile
Length of Structure	0.211 mile
Total Length	0.360 mile
Cost per mile, Roadway	$2,930,569.79

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 436,654.90	$198,181.00	$238,473.90
Structure	930,963.00	422,529.00	508,434.00
	$1,367,617.90	$620,710.00	$746,907.90

Oregon State Highway Department

Federal Urban Highway
Project No. UI-306(6)

FRONT AVENUE (STEEL BRIDGE-ANKENY ST.) SECTION
OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 9, 1948

Type Code No. 7201
Roadway (Sta. SH 78+85.4 to HD 87+00)

All Required		Clearing and Grubbing (50%)		$ 1,000.00
4,600	sq. yds.	Removal of Pavement	$ 0.60	2,760.00
2,400	sq. yds.	Removal of Walks and Driveways	0.40	960.00
2,000	lin. ft.	Removal of Curbs	0.25	500.00
14	only	Removal of Inlets	15.00	210.00
1	only	Special Manhole Removal and Cover Construction	100.00	100.00
1	only	Removal of Manholes	50.00	50.00
940	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	6.00	5,640.00
1,200	lin. ft.	Removal of Rails in Car Track	1.00	1,200.00
1,200	lin. ft.	Removal of Ties in Car Track	1.00	1,200.00
1,600	cu. yds.	Structural Excavation, Unclassified	4.00	6,400.00
19,800	cu. yds.	General Excavation, Unclassified	1.00	19,800.00
All Required		Finishing Roadbed and Other Areas (50%)		1,000.00
30	lin. ft.	4" Concrete Drain Pipe	0.60	18.00
700	lin. ft.	8" Perforated Concrete Drain Pipe	1.30	910.00
170	cu. yds.	Rock or Gravel Backfill in Trenches	4.00	680.00
300	cu. yds.	Rock or Gravel Backfill in Subdrains	4.00	1,200.00
3,600	lin. ft.	8" Sewer Pipe	1.00	3,600.00
230	lin. ft.	10" Sewer Pipe	1.50	345.00
460	lin. ft.	12" Sewer Pipe	2.00	920.00
200	lin. ft.	15" Sewer Pipe	3.00	600.00
20	lin. ft.	Extra for Installing Sewer Pipe Under Pavement	2.00	40.00
3	cu. yds.	Class "C" Concrete	50.00	150.00
6	only	Adjustment of Manholes	50.00	300.00
2	only	Adjustment of Inlets	25.00	50.00
9	only	Type "A" Manholes, 5' to 10' Deep	180.00	1,620.00
4	only	Type "A" Manholes, 10' to 20' Deep	250.00	1,000.00

1	only	Type "B" Manholes	$ 150.00	$ 150.00
1	only	Concrete Catch Basin	65.00	65.00
32	only	Concrete Inlets	50.00	1,600.00
10	only	Concrete Drain Inlets	30.00	300.00
180	cu. yds.	Concrete Curbs	45.00	8,100.00
70	sq. yds.	Concrete Driveways	4.00	280.00
1,300	sq. yds.	Concrete Walks	3.50	4,550.00
180	cu. yds.	Concrete Islands	50.00	9,000.00
12	only	Concrete Guard Posts	15.00	180.00
90	lin. ft.	3' Metal Fence	3.50	315.00
All Required		Constructing Recesses for Traffic Control Markers (50%)		50.00
3,800	cu. yds.	3" - 0" Material in Base	1.75	6,650.00
220	cu. yds.	1½" - 0" Material in Base	3.00	660.00
460	cu. yds.	½" - 0" Material in Cushion Course	3.50	1,610.00
20	M-gals.	Sprinkling	3.00	60.00
16,200	sq. yds.	Portland Cement Concrete Pavement	3.75	60,750.00
20	lin. ft.	3/4" x 4" Expansion Joints	0.20	4.00
1,150	lin. ft.	3/4" x 8" Expansion Joints	0.30	345.00
200	lin. ft.	3/4" x 10" Expansion Joints	0.40	80.00
800	lin. ft.	½" x 4" Expansion Joints	0.10	80.00
2,600	lin. ft.	½" x 8" Expansion Joints	0.20	520.00
120	lin. ft.	½" x 10" Expansion Joints	0.30	36.00
9,000	lin. ft.	Contraction Joints	0.05	450.00
32	only	3/4" x 10" Metal Dowel Pins	0.50	16.00
600	only	3/4" x 18" Metal Dowel Bars	0.40	240.00
43,000	lbs.	Tie Bars and Reinforcement	0.10	4,300.00
450	tons	Class "B" Asphaltic Concrete	8.00	3,600.00
150	sq. yds.	Slope Pavement	10.00	1,500.00
1,000	cu. yds.	Structural Excavation	8.00	8,000.00
970	cu. yds.	Class "A" Concrete	70.00	67,900.00
70,000	lbs.	Metal Reinforcement	0.115	8,050.00
All Required		Pump Installation		15,000.00
All Required		Electrical Work (60%)		12,000.00
3,500	lin. ft.	Furnish Treated Piling	1.50	5,250.00
48	only	Drive Piles	30.00	1,440.00
2,600	lin. ft.	Furnish Untreated Piling	0.48	(Alternate)
900	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
48	only	Drive Composite Piles	30.00	(Alternate)
				$275,384.00

Code Type No. X241
Structure D (Sta. 74+33.5 + 75+34.2 - [illegible] Line)

830	cu. yds.	Structural Excavation	8.00	6,640.00
680	cu. yds.	Class "A" Concrete	70.00	47,600.00
85,000	lbs.	Metal Reinforcement	0.115	9,775.00
148,000	lbs.	Structural Steel	0.20	29,600.00
14,200	lin. ft.	Furnish Treated Piling	1.50	21,300.00
222	only	Drive Piles	30.00	6,660.00

12,200	lin. ft.	Furnish Untreated Piling	$ 0.48	(Alternate)
2,000	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
222	only	Drive Composite Piles	30.00	(Alternate)
				$121,575.00
		Subtotal		$396,959.00
		10% Engr. & Cont.		39,695.90
		Total		$436,654.90

Type Code X9A1"
Structure (Sta. 67+62.5 to 78+95.4)

2,700	cu. yds.	Structural Excavation	8.00	21,600.00
450	cu. yds.	Structural Excavation Below Elevation Shown	10.00	4,500.00
6,580	cu. yds.	Class "A" Concrete	70.00	460,600.00
1,124,000	lbs.	Metal Reinforcement	0.115	129,260.00
104,000	lbs.	Structural Steel	0.20	20,800.00
3,700	lbs.	Copper and Bronze	2.00	7,400.00
6,270	lin. ft.	Metal Handrail	10.00	62,700.00
230	sq. yds.	Membrane Waterproofing	12.00	2,760.00
All Required		Electrical Work (40%)		8,000.00
All Required		Remodeling Steel Bridge		10,000.00
61,540	lin. ft.	Furnish Treated Piling	1.50	92,310.00
880	only	Drive Treated Piles	30.00	26,400.00
48,285	lin. ft.	Furnish Untreated Piling	0.48	(Alternate)
13,255	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
880	only	Drive Composite Piles	30.00	(Alternate)
		Subtotal		$846,330.00
		10% Engr. & Cont.		84,633.00
		Total		$930,963.00

Length of Roadway	0.149 mile
Length of Structure	0.211 mile
Total Length	0.360 mile
Cost per mile, Roadway	$2,930,569.79

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 436,654.90	$198,181.00	$238,473.90
Structure	930,963.00	422,529.00	508,434.00
	$1,367,617.90	$620,710.00	$746,907.90

Oregon State Highway Department

Federal Urban Highway
Project No. UI-306(6)
(7)

((Steel Bridge - Ankeny St)

FRONT AVENUE (~~[illegible]~~) SECTION
OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Dec
Salem, Oregon, ~~November 24~~, 1948

Type Code No. 7201
Roadway (Sta. SH 78+85.4 to HD 87+00)

All Required		Clearing and Grubbing (50%)		$ 1,000.00
4,600	sq. yds.	Removal of Pavement	$ 0.60	2,760.00
2,400	sq. yds.	Removal of Walks and Driveways	0.40	960.00
2,000	lin. ft.	Removal of Curbs	0.25	500.00
14	only	Removal of Inlets	15.00	210.00
1	only	Special Manhole Removal and Cover Construction	100.00	100.00
1	only	Removal of Manholes	50.00	50.00
940	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	6.00	5,640.00
1,200	lin. ft.	Removal of Rails in Car Track	1.00	1,200.00
1,200	lin. ft.	Removal of Ties in Car Track	1.00	1,200.00
1,600	cu. yds.	Structural Excavation, Unclassified	4.00	6,400.00
19,800	cu. yds.	General Excavation, Unclassified	1.00	19,800.00
All Required		Finishing Roadbed and Other Areas (50%)		1,000.00
30	lin. ft.	4" Concrete Drain Pipe	0.60	18.00
700	lin. ft.	8" Perforated Concrete Drain Pipe	1.30	910.00
170	cu. yds.	Rock or Gravel Backfill in Trenches	4.00	680.00
300	cu. yds.	Rock or Gravel Backfill in Subdrains	4.00	1,200.00
3,600	lin. ft.	8" Sewer Pipe	1.00	3,600.00
230	lin. ft.	10" Sewer Pipe	1.50	345.00
460	lin. ft.	12" Sewer Pipe	2.00	920.00
200	lin. ft.	15" Sewer Pipe	3.00	600.00
20	lin. ft.	Extra for Installing Sewer Pipe Under Pavement	2.00	40.00
3	cu. yds.	Class "C" Concrete	50.00	150.00
6	only	Adjustment of Manholes	50.00	300.00
2	only	Adjustment of Inlets	25.00	50.00
9	only	Type "A" Manholes, 5' to 10' Deep	180.00	1,620.00
4	only	Type "A" Manholes, 10' to 20' Deep	250.00	1,000.00

1	only	Type "B" Manholes	$ 150.00	$ 150.00
1	only	Concrete Catch Basin	65.00	65.00
32	only	Concrete Inlets	50.00	1,600.00
10	only	Concrete Drain Inlets	30.00	300.00
180	cu. yds.	Concrete Curbs	45.00	8,100.00
70	sq. yds.	Concrete Driveways	4.00	280.00
1,300	sq. yds.	Concrete Walks	3.50	4,550.00
180 ~~550~~	cu. yds.	Concrete Islands	50.00	~~27,500.00~~ 9000.00
12	only	Concrete Guard Posts	15.00	180.00
90	lin. ft.	3' Metal Fence	3.50	315.00
All Required		Constructing Recesses for Traffic Control Markers (50%)		50.00
3,800	cu. yds.	3" - 0" Material in Base	1.75	6,650.00
220	cu. yds.	1½" - 0" Material in Base	3.00	660.00
460	cu. yds.	½" - 0" Material in Cushion Course	3.50	1,610.00
20	M-gals.	Sprinkling	3.00	60.00
16,200	sq. yds.	Portland Cement Concrete Pavement	3.75	60,750.00
20	lin. ft.	3/4" x 4" Expansion Joints	0.20	4.00
1,150	lin. ft.	3/4" x 8" Expansion Joints	0.30	345.00
200	lin. ft.	3/4" x 10" Expansion Joints	0.40	80.00
800	lin. ft.	½" x 4" Expansion Joints	0.10	80.00
2,600	lin. ft.	½" x 8" Expansion Joints	0.20	520.00
120	lin. ft.	½" x 10" Expansion Joints	0.30	36.00
9,000	lin. ft.	Contraction Joints	0.05	450.00
32	only	3/4" x 10" Metal Dowel Pins	0.50	16.00
600	only	3/4" x 18" Metal Dowel Bars	0.40	240.00
43,000	lbs.	Tie Bars and Reinforcement	0.10	4,300.00
450	tons	Class "B" Asphaltic Concrete	8.00	3,600.00
150	sq. yds.	Slope Pavement	10.00	1,500.00
1,000	cu. yds.	Structural Excavation	8.00	8,000.00
970	cu. yds.	Class "A" Concrete	70.00	67,900.00
70,000	lbs.	Metal Reinforcement	0.115	8,050.00
All Required		Pump Installation		15,000.00
All Required		Electrical Work (60%)		12,000.00
3,500	lin. ft.	Furnish Treated Piling	1.50	5,250.00
48	only	Drive Piles	30.00	1,440.00
2,600	lin. ft.	Furnish Untreated Piling	0.48	(Alternate)
900	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
48	only	Drive Composite Piles	30.00	(Alternate)
				~~$293,884.00~~ 275384.00

Code Type No. X241
Structure D (Sta. 74+33.5 + 75+34.2 - FH Line)

830	cu. yds.	Structural Excavation	8.00	6,640.00
680	cu. yds.	Class "A" Concrete	70.00	47,600.00
85,000	lbs.	Metal Reinforcement	0.115	9,775.00
148,000	lbs.	Structural Steel	0.20	29,600.00
14,200	lin. ft.	Furnish Treated Piling	1.50	21,300.00
222	only	Drive Piles	30.00	6,660.00

12,200	lin. ft.	Furnish Untreated Piling	$ 0.48	(Alternate)
2,000	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
222	only	Drive Composite Piles	30.00	(Alternate)
				$121,575.00
		Subtotal		~~$415,459.00~~ 396959.00
		10% Engr. & Cont.		~~41,545.90~~ 39695.90
		Total		~~$457,004.90~~ 436,654.90

Type Code X941
Structure (Sta. 67+68.5 to 78+85.4)

2,700	cu. yds.	Structural Excavation	8.00	21,600.00
450	cu. yds.	Structural Excavation Below Elevation Shown	10.00	4,500.00
6,580	cu. yds.	Class "A" Concrete	70.00	460,600.00
1,124,000	lbs.	Metal Reinforcement	0.115	129,260.00
104,000	lbs.	Structural Steel	0.20	20,800.00
3,700	lbs.	Copper and Bronze	2.00	7,400.00
6,270	lin. ft.	Metal Handrail	10.00	62,700.00
230	sq. yds.	Membrane Waterproofing	12.00	2,760.00
All Required		Electrical Work (40%)		8,000.00
All Required		Remodeling Steel Bridge		10,000.00
61,540	lin. ft.	Furnish Treated Piling	1.50	92,310.00
880	only	Drive Treated Piles	30.00	26,400.00
48,285	lin. ft.	Furnish Untreated Piling	0.48	(Alternate)
13,255	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
880	only	Drive Composite Piles	30.00	(Alternate)
		Subtotal		$846,330.00
		10% Engr. & Cont.		84,633.00
				$930,963.00

Length of Roadway 0.149 mile
Length of Structure 0.211 mile
Total Length 0.360 mile
Cost per mile, Roadway ~~$3,067,146.97~~
$ 2,930 569.79

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ ~~457,004.90~~ 436654.90	~~$204,376.00~~ 198181.00	~~$252,628.90~~ 238 473 90
Structure	930,963.00	~~416,334.00~~ 422529.00	~~514,629.00~~ 508,434 00
	~~$1,387,967.90~~ 1,367,617.90	$620,710.00	~~$767,257.90~~ 746907.90

FRONT AVENUE (GLISAN ST.-ANKENY ST.) SECTION

PROJECT NO. UI-306 (6)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 18, 1948

Oregon State Highway Department

Federal Urban Highway
Project No. UI-306(6)

FRONT AVENUE (GLISAN ST.-ANKENY ST.) SECTION
OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 12, 1948

Type Code No. 7201
Roadway (Sta. SH 78+85.4 to HD 87+00)

All Required		Clearing and Grubbing (50%)		$ 1,000.00
4,600	sq. yds.	Removal of Pavement	$ 0.60	2,760.00
2,400	sq. yds.	Removal of Walks and Driveways	0.40	960.00
2,000	lin. ft.	Removal of Curbs	0.25	500.00
14	only	Removal of Inlets	15.00	210.00
1	only	Special Manhole Removal and Cover Construction	100.00	100.00
1	only	Removal of Manholes	50.00	50.00
940	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	6.00	5,640.00
1,200	lin. ft.	Removal of Rails in Car Track	1.00	1,200.00
1,200	lin. ft.	Removal of Ties in Car Track	1.00	1,200.00
1,600	cu. yds.	Structural Excavation, Unclassified	4.00	6,400.00
19,800	cu. yds.	General Excavation, Unclassified	1.00	19,800.00
All Required		Finishing Roadbed and Other Areas (50%)		1,000.00
30	lin. ft.	4" Concrete Drain Pipe	0.60	18.00
700	lin. ft.	8" Perforated Concrete Drain Pipe	1.30	910.00
170	cu. yds.	Rock or Gravel Backfill in Trenches	4.00	680.00
300	cu. yds.	Rock or Gravel Backfill in Subdrains	4.00	1,200.00
3,600	lin. ft.	8" Sewer Pipe	1.00	3,[illegible]
230	lin. ft.	10" Sewer Pipe	1.50	345.00
460	lin. ft.	12" Sewer Pipe	2.00	920.00
200	lin. ft.	15" Sewer Pipe	3.00	600.00
20	lin. ft.	Extra for Installing Sewer Pipe Under Pavement	2.00	40.00
3	cu. yds.	Class "C" Concrete	50.00	150.00
6	only	Adjustment of Manholes	50.00	300.00
2	only	Adjustment of Inlets	25.00	50.00
4	only	Adjusting Bollards	75.00	300.00
9	only	Type "A" Manholes, 5' to 10' Deep	180.00	1,620.00
4	only	Type "A" Manholes, 10' to 20' Deep	250.00	1,000.00

1	only	Type "B" Manholes	$ 150.00	$ 150.00
2	only	Wood Manhole Bases and Cover	50.00	100.00
1	only	Concrete Catch Basin	65.00	65.00
32	only	Concrete Inlets	50.00	1,600.00
10	only	Concrete Drain Inlets	30.00	300.00
180	cu. yds.	Concrete Curbs	45.00	8,100.00
30	cu. yds.	Concrete Gutters	55.00	1,650.00
70	sq. yds.	Concrete Driveways	4.00	280.00
3,100	sq. yds.	Concrete Walks	3.50	10,850.00
550	cu. yds.	Concrete Islands	50.00	27,500.00
12	only	Concrete Guard Posts	15.00	180.00
90	lin. ft.	3' Metal Fence	3.50	315.00
All Required		Constructing Recesses for Traffic Control Markers (50%)		50.00
3,800	cu. yds.	3" - 0" Material in Base	1.75	6,650.00
220	cu. yds.	1¼" - 0" Material in Base	3.00	660.00
460	cu. yds.	½" - 0" Material in Cushion Course	3.50	1,610.00
20	M-gals.	Sprinkling	3.00	60.00
16,200	sq. yds.	Portland Cement Concrete Pavement	3.75	60,750.00
20	lin. ft.	3/4" x 4" Expansion Joints	0.20	4.00
1,150	lin. ft.	3/4" x 8" Expansion Joints	0.30	345.00
200	lin. ft.	3/4" x 10" Expansion Joints	0.40	80.00
1,800	lin. ft.	½" x 4" Expansion Joints	0.10	180.00
2,600	lin. ft.	½" x 8" Expansion Joints	0.20	520.00
120	lin. ft.	½" x 10" Expansion Joints	0.30	36.00
9,000	lin. ft.	Contraction Joints	0.05	450.00
32	only	3/4" x 10" Metal Dowel Pins	0.50	16.00
600	only	3/4" x 18" Metal Dowel Bars	0.40	240.00
43,000	lbs.	Tie Bars and Reinforcement	0.10	4,300.00
450	tons	Class "B" Asphaltic Concrete	8.00	3,600.00
150	sq. yds.	Slope Pavement	10.00	1,500.00
			Subtotal	$ 184,694.00
			10% Engr. & Cont.	18,469.40
			Total	$ 203,163.40

Type Code X941
Structure (Sta. 67+68.5 to 78+85.4)

4,530	cu. yds.	Structural Excavation	$ 8.00	$ 36,240.00
450	cu. yds.	Structural Excavation Below Elevation Shown	10.00	4,500.00
8,230	cu. yds.	Class "A" Concrete	70.00	576,100.90
1,279,000	lbs.	Metal Reinforcement	0.115	147,085.00
252,000	lbs.	Structural Steel	0.20	50,400.00
3,700	lbs.	Copper and Bronze	2.00	7,400.00
6,270	lin. ft.	Metal Handrail	10.00	62,700.00
230	sq. yds.	Membrane Waterproofing	12.00	2,760.00
All Required		Pump Installation		15,000.00
All Required		Electrical Work		20,000.00

All Required		Remodeling Steel Bridge		$ 10,000.00
79,240	lin. ft.	Furnish Treated Piling	$ 1.50	118,860.00
1,150	only	Drive Treated Piles	30.00	34,500.00
63,085	lin. ft.	Furnish Untreated Piling	0.48	(Alternate)
16,155	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
1,150	only	Drive Composite Piles	30.00	(Alternate)
			Subtotal	$1,085,545.00
			10% Engr. & Cont.	108,554.50
			Total	$1,194,099.50

Length of Roadway	0.149 mile
Length of Structure	0.211 mile
Total Length	0.360 mile
Cost per mile, Roadway	$1,363,512.75

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 203,163.40	$ 90,252.00	$112,911.40
Structure	1,194,099.50	530,458.00	663,641.50
	$1,397,262.90	$620,710.00	$776,552.90

Oregon State Highway Department

Federal Urban Highway
Project No. UI-306(6)

FRONT AVENUE (GLISAN ST.-ANKENY ST.) SECTION
OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 18, 1948

Type Code No. 7201
Roadway (Sta. SH 78+85.4 to HD 87+00)

All Required		Clearing and Grubbing (50%)		$ 1,000.00
4600 ~~10,600~~	sq. yds.	Removal of Pavement	$ 0.60	~~6,360.00~~ 2760 —
2400 ~~4,000~~	sq. yds.	Removal of Walks and Driveways	0.40	~~1,600.00~~ 960 —
2,000	lin. ft.	Removal of Curbs	0.25	500.00
14	only	Removal of Inlets	15.00	210.00
1	only	Special Manhole Removal and Cover Construction	100.00	100.00
1	only	Removal of Manholes	50.00	50.00
940	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	6.00	5,640.00
1200 ~~1,300~~	lin. ft.	Removal of Rails in Car Track	1.00	~~1,300.00~~ 1200
1200 ~~1,300~~	lin. ft.	Removal of Ties in Car Track	1.00	~~1,300.00~~ 1200
1,600	cu. yds.	Structural Excavation, Unclassified	4.00	6,400.00
19,800	cu. yds.	General Excavation, Unclassified	1.00	19,800.00
All Required		Finishing Roadbed and Other Areas (50%)		1,000.00
30	lin. ft.	4" Concrete Drain Pipe	0.60	18.00
700	lin. ft.	8" Perforated Concrete Drain Pipe	1.30	910.00
170	cu. yds.	Rock or Gravel Backfill in Trenches	4.00	680.00
300	cu. yds.	Rock or Gravel Backfill in Subdrains	4.00	1,200.00
3,600	lin. ft.	8" Sewer Pipe	1.00	3,600.00
230	lin. ft.	10" Sewer Pipe	1.50	345.00
460	lin. ft.	12" Sewer Pipe	2.00	920.00
200	lin. ft.	15" Sewer Pipe	3.00	600.00
20	lin. ft.	Extra for Installing Sewer Pipe Under Pavement	2.00	40.00
3	cu. yds.	Class "C" Concrete	50.00	150.00
6	only	Adjustment of Manholes	50.00	300.00
2	only	Adjustment of Inlets	25.00	50.00
4	only	Adjusting Bollards	75.00	300.00
9	only	Type "A" Manholes, 5' to 10' Deep	180.00	1,620.00
4	only	Type "A" Manholes, 10' to 20' Deep	250.00	1,000.00

1	only	Type "B" Manholes	$ 150.00	$ 150.00
2	only	Wood Manhole Boxes and Cover	50.00	100.00
1	only	Concrete Catch Basin	65.00	65.00
32	only	Concrete Inlets	50.00	1,600.00
10	only	Concrete Drain Inlets	30.00	300.00
180	cu. yds.	Concrete Curbs	45.00	8,100.00
30	cu. yds.	Concrete Gutters	55.00	1,650.00
70	sq. yds.	Concrete Driveways	4.00	280.00
3,100	sq. yds.	Concrete Walks	3.50	10,850.00
550	cu. yds.	Concrete Islands	50.00	27,500.00
12	only	Concrete Guard Posts	15.00	180.00
90	lin. ft.	3' Metal Fence	3.50	315.00
All Required		Constructing Recesses for Traffic Control Markers (50%)		50.00
3,800	cu. yds.	3" - 0" Material in Base	1.75	6,650.00
220	cu. yds.	1¼" - 0" Material in Base	3.00	660.00
460	cu. yds.	½" - 0" Material in Cushion Course	3.50	1,610.00
20	M-gals.	Sprinkling	3.00	60.00
16,200	sq. yds.	Portland Cement Concrete Pavement	3.75	60,750.00
20	lin. ft.	3/4" x 4" Expansion Joints	0.20	4.00
1,150	lin. ft.	3/4" x 8" Expansion Joints	0.30	345.00
200	lin. ft.	3/4" x 10" Expansion Joints	0.40	80.00
1,800	lin. ft.	½" x 4" Expansion Joints	0.10	180.00
2,600	lin. ft.	½" x 8" Expansion Joints	0.20	520.00
120	lin. ft.	½" x 10" Expansion Joints	0.30	36.00
9,000	lin. ft.	Contraction Joints	0.05	450.00
32	only	3/4" x 10" Metal Dowel Pins	0.50	16.00
600	only	3/4" x 18" Metal Dowel Bars	0.40	240.00
43,000	lbs.	Tie Bars and Reinforcement	0.10	4,300.00
450	tons	Class "B" Asphaltic Concrete	8.00	3,600.00
150	sq. yds.	Slope Pavement	10.00	1,500.00
		Subtotal		$ ~~189,134.00~~ 184694.00
		10% Engr. & Cont.		~~18,913.40~~ 18469.40
		Total		$ ~~208,047.40~~ 203 163.40

Type Code X941
Structure (Sta. 67+68.5 to 78+85.4)

4,530	cu. yds.	Structural Excavation	$ 8.00	$ 36,240.00
450	cu. yds.	Structural Excavation Below Elevation Shown	10.00	4,500.00
8,230	cu. yds.	Class "A" Concrete	70.00	576,100.00
1,279,000	lbs.	Metal Reinforcement	0.115	147,085.00
252,000	lbs.	Structural Steel	0.20	50,400.00
3,700	lbs.	Copper and Bronze	2.00	7,400.00
6,270	lin. ft.	Metal Handrail	10.00	62,700.00
230	sq. yds.	Membrane Waterproofing	12.00	2,760.00
All Required		Pump Installation		15,000.00
All Required		Electrical Work		20,000.00

All Required		Remodeling Steel Bridge		$ 10,000.00
79,240	lin. ft.	Furnish Treated Piling	$ 1.50	118,860.00
1,150	only	Drive Treated Piles	30.00	34,500.00
63,085	lin. ft.	Furnish Untreated Piling	0.48	(Alternate)
16,155	lin. ft.	Furnish Cast in Place Piling	5.50	(Alternate)
1,150	only	Drive Composite Piles	30.00	(Alternate)
			Subtotal	$1,085,545.00
			10% Engr. & Cont.	108,554.50
			Total	$1,194,099.50

Length of Roadway 0.149 mile
Length of Structure 0.211 mile
Total Length 0.360 mile
Cost per mile, Roadway ~~$1,396,291.27~~
1,363,5[illegible].75

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds	
	203162.40	90252.00		
Roadway	$ ~~208,047.40~~	$ ~~92,100.00~~	~~$115,947.40~~	112,911.40
Structure	1,194,099.50	~~528,610.00~~ 530458.00	~~665,489.50~~	663,641.50
	~~$1,402,146.90~~	$620,710.00	~~$781,436.90~~	
	1,397,262.90		776,552.90	

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

November 26, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project UI-306(6), Front Avenue Section, Steel Bridge - Ankeny Street Section, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Please correct the section name shown on the estimate to agree with the plans, i.e., Steel Bridge - Ankeny Street Section of Front Avenue on the Pacific Highway, West.

In accordance with your letter of February 20, 1941, a special clause regarding tolls, etc. will be included in the project agreement.

As a minor program change, the description of the work has been changed to refer to only one structure consisting of 3 units or sections and one structure on approach connection.

Please send us copies of the usual resolution regarding encroachments, etc. by the Portland City Council.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

RECEIVED
1948
SALEM
STATE HIGHWAY COMMISSION

RECEIVED
MAY 10 1949
FOR FILING
UI-306 (1)

File

May 6, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: West End of Steel Bridge
F. A. No. UI-306

Under separate cover we are sending six sets of reduced prints from our Drawings No. 9230-31-32, which show plans for a pedestrian undercrossing at the junction of the approaches to the Steel Bridge and the existing Glisan Street ramp. This pedestrian undercrossing will allow pedestrians coming up the Glisan Street ramp or up the westbound approach to the bridge a passageway underneath both the west and eastbound approach ramps to a connection with the sidewalk on the Steel Bridge. It also connects with the ground level by means of a stairway and will provide access to the sidewalk along the sea wall.

This undercrossing is being put in primarily at the request of the City of Portland. It is, however, of great benefit to the project, as it will eliminate interference of pedestrians with vehicular traffic at this point.

We are proposing to execute a price agreement with the contractor, but will consider the cost of the pedestrian undercrossing a nonparticipating item.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Attached

GSP:gm
cc A. G. Skelton
J. T. Skelton
G. S. Paxson

RECEIVED
FEB 16 1949
FOR FILING
UI 306(6)

1001W

February 14, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: West Approaches to Steel Bridge
F. A. No. UI-306 (6)

Reference is made to your letter of February 1 transmitting comments of your Washington office with reference to the composite piles being used on this project.

These piles are the standard composite pile as developed and used by the Raymond Concrete Pile Company. This type of pile has been very widely used, especially by the U. S. Engineers in installations in California. There have also been a few projects for private interests in the Northwest. I am attaching hereto a list of projects in which these identical piles have been used.

In driving these piles, the untreated timber portion is first driven until the top of the pile is approximately at the ground surface. The metal shell with the ring connection is placed on top of the untreated timber pile and a steel mandril is inserted in the shell. This steel mandril first drives the ring connection into the top of the pile and then drives the piling on down until the joint of the pile reaches the predetermined elevation, which in our case is at elevation +5 and is 5 or 6 feet below the elevation of permanent ground water.

The use of these piling was given considerable study during the design of the project. The piles are being driven into a reasonably compact silt-sand-clay soil which, in our opinion, provides adequate resistance to any possible side pressure which might be developed. The tendency for buckling of piling under axial load has been investigated by many competent engineers, and there has been shown that a very small lateral support is required to prevent any such buckling. I would particularly refer you to the discussion by Mr. A. E. Cummings of a paper by Mr. Feagin on "Lateral Pile-Loading Tests," given in the 1937 volume of the Transactions of the American Society of Civil Engineers.

The matter of a cage of reinforcing bars for the piles was also considered. There are no handling stresses involved since the piles are cast after the shells are driven. Piles are not subject to bending, and the compressive stresses are quite low, amounting to less than 450 p.s.i. It is felt that the additional cost of the reinforcement would nullify any saving which the composite pile might give over a treated-timber pile. We feel that the piles, as designed, give better construction than treated-timber piles would give, and they effect a saving of more than $30,000 in the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

Attached
GSP:gm
cc G. S. Paxson

COPY

TITLE	OWNER	CONTRACTOR	DATE	NO. PILES	AVG. LGTH.
R.R. Ave. Warehouse, Kaiser Shipyard Richmond, California	Kaiser Co.	Moore & Roberts	Nov. 1943	1472	29.2
Plant Addition Oakland, Calif.	Merco-Nordstrom Mfg.	Christensen & Lyons	Nov. 1943	34	46
Barracks, Naval Air Station, Alameda	U. S. Navy	Johnson, Drake & Piper	Jan. 1944	607	46.8
Barracks, Fleet Supply Depot, Oakland	U. S. Navy	Central Calif. Const. Co.	May 1944	104	37
Barracks & Ldry. Bldgs. Oakland Airport	U. S. Navy	A. J. Hopper	May 1944	168	49.2
Cold Storage Depot San Francisco	U. S. Army	Twaits, Morrison-Knudsen	Aug. 1944	1745	128.5
Kodick Hgrs. & Bldgs. Oakland Airport	U. S. Navy	Johnson, Drake & Piper	June 1944	544	42.6
Intransit Depot Alameda	U. S. Army	Stolte & Harrelson	Dec. 1944	7985	110
Bchlr. Off. Quarters Oakland Airport	U. S. Navy	Moore & Roberts	June 1944	259	47
Steam Plant Oakland Airport	U. S. Navy	Dinwiddie Const. Co.	June 1944	42	39.8
Disp. & Recr. Bldg. Oakland Airport	U. S. Navy	Christensen & Lyons	July 1944	141	42.9
Add. to Dispensary Naval Air Station	U. S. Navy	Christensen & Lyons	Sept. 1944	10	43
Fleet Supply Depot	U. S. Navy	R.C.P. Co	Nov. 1944	32	42
Tank Car Cleaner Oakland, Calif.		N. H. Sjoberg & Son	Dec. 1944	62	27
Shed Bldg., Battery St., San Francisco	General Eng. Co.	Younger Const. Co.	July 1945	40	56.1
Warehouse, Richmond, California	Filice & Perrelli	Barrett & Hilp	Apr. 1946	943	80

TITLE	OWNER	CONTRACTOR	DATE	NO. PILES	AVG. LGTH.
United Airline Whse. Lindenville, So. S.F.	United Airlines	R. A. Cullen	June 1946	104	48
Grease Plant & Pkg. Whse., Richmond, Cal.	Standard Oil	Standard Oil	Sept. 1947	3922	58.6
Addition to Terminal Bldg., Oakland, Cal.	Consolidated Freightways	Christensen & Lyons	July 1948	60	48
Pulp Division Plant Longview, Wash.	Weyerhaeuser Timber Co.	O. C. Schoenwerk	1946	6000	60
Newsprint Plant Longview, Wash.	S. Calif. Assoc. Newspapers	Collins Swinerton & Walberg	1948	1480	50
Refrigerator Bldg.	Tillamook Creamery Assoc.	D. M. Drake Co.	1947	380	50

ASS[illegible]ENT

No. 100[illegible]

RIPTION: T. M. Davis' letter of 2-1-49 making comments on Project No. UI-306 (6), West Approaches of Steel Bridge

HCW

DATE: 2-3-49

ASSIGNED TO: PAXSON ✓

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________

☐ ____

REPORT RECEIVED: 2-16-49 me

REMARKS:

VED
FOR FILING
[illegible]

February 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans and specifications for the improvements to the West Approaches of the Steel Bridge, Oregon Project No. UI-306(6), have been reviewed by our Washington Office, and the following comments and suggestions are furnished for your further consideration.

"With reference to the composite pile detail shown on Drawing No. 7929 we would appreciate receiving a description of the driving methods to be employed for this pile and information relative to the procedure or manner of making the union of timber pile stub and metal shell with the mechanical parts indicated. We would also appreciate any information you can furnish relative to practical experiences with this particular composite design on construction work in Division No. 8.

With further reference to the composite pile detail we believe it desirable on future work to show more complete details. In regard to this project, it is suggested that consideration be given to reinforcing the concrete section with a cage of reinforcement bars, unless the metal shell that is to be used is of fairly heavy gage obviating the necessity of further reinforcement. Also, the resistance of the composite pile to buckling at the joints is questionable in view of the shallow grip of the mechanical joining contrivance on the timber pile head."

Before including the composite pile alternate in the plans, Mr. Paxson of your department informally discussed the matter with our bridge engineers. It was recognized that the connection between the timber pile and concrete pile offered little resistance to buckling, but the consensus was that the earthen materials surrounding the pile sections would furnish adequate lateral support. The matter of reinforcement for the concrete pile section was also discussed and dropped as unnecessary since there can only be compressive stress in the piles, there are no handling stresses as the piles are cast in place, the compressive stress is low (450 p.s.i. for a 30 ton load), and use of reinforcement would nullify any possible saving of the composite pile over a treated timber pile.

Will you please furnish the information requested by our Washington Office in the first quoted paragraph above, and any additional data that may be available to support the composite pile design questioned in the second quoted paragraph.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JAN 11 1949
FOR FILING

UI-306 (6)

3094

January 11,1949

Kucksenberg Construction Co.
11104 N. E. Holman St.
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3094, which was awarded to you on December 21, 1948 by the State Highway Commission, covering the Front Avenue (Steel Bridge-Ankeny Street) Section on the Pacific West Highway in Multnomah County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
DEC 27
FOR FILING

UI-306(1)

December 24, 1948

Mr. Ben S. Morrow
City Engineer
City Hall
Portland, Oregon

Dear Sir:

The contract has been awarded to the Hackenberg Construction Company for the approaches to the west end of the Steel Bridge in Portland. This is to authorize you to proceed with the revisions to the city water system made necessary by this project.

The city is to be reimbursed by the State for the actual cost of the work of these revisions. We would request that our Resident Engineer be given an opportunity to check your accounts so that approval and payment of the expenditures can be made without delay.

The contractor intends to start work immediately, and we would ask that the water line revisions be expedited as much as practicable.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson
A. O. Shelton
J. T. Shelton

RECEIVED
FEB 4
FOR FILING

UI-306(6)

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 23, 1948

Mr. T. M. Davis, District Engineer
Public Roads Administration
P.O. Box 3900
Portland 8, Oregon

Dear Sir:

I am enclosing four copies of an encroachment resolution which was passed by the Council of the City of Portland.

This resolution was prepared in connection with Project U1-306(6), Front Avenue (Steel Bridge-Ankeny Street) section, Pacific Highway West.

Very truly yours,

R. H. Baldock
State Highway Engineer

By Forrest Cooper

Forrest Cooper
Engineer, County and City Relations

JFH:dM
Encl.

CC: W. C. Williams
J. W. Nash

Jeon

RECEIVED
DEC 23 1948
FOR FILING

December 22, 1948

Kuckenberg Construction Co.
11104 N.E. Holman St.
Portland 13, Oregon

Gentlemen:

The State Highway Commission on December 21, 1948 awarded you the contract for grading and paving ramp approaches and roadway at the west end of Steel Bridge in Portland in Multnomah County. This award was based on your low bid of $1,277,597.30, using composite piles, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Mr. S.E. Probert
Mr. G.S. Paxson

RECEIVED
APR 4 1949
FOR FILING

UI-306(6)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

December 21, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project UI-306(6), Front Avenue (Steel Bridge - Ankeny Section, to Kuckenburg Construction Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

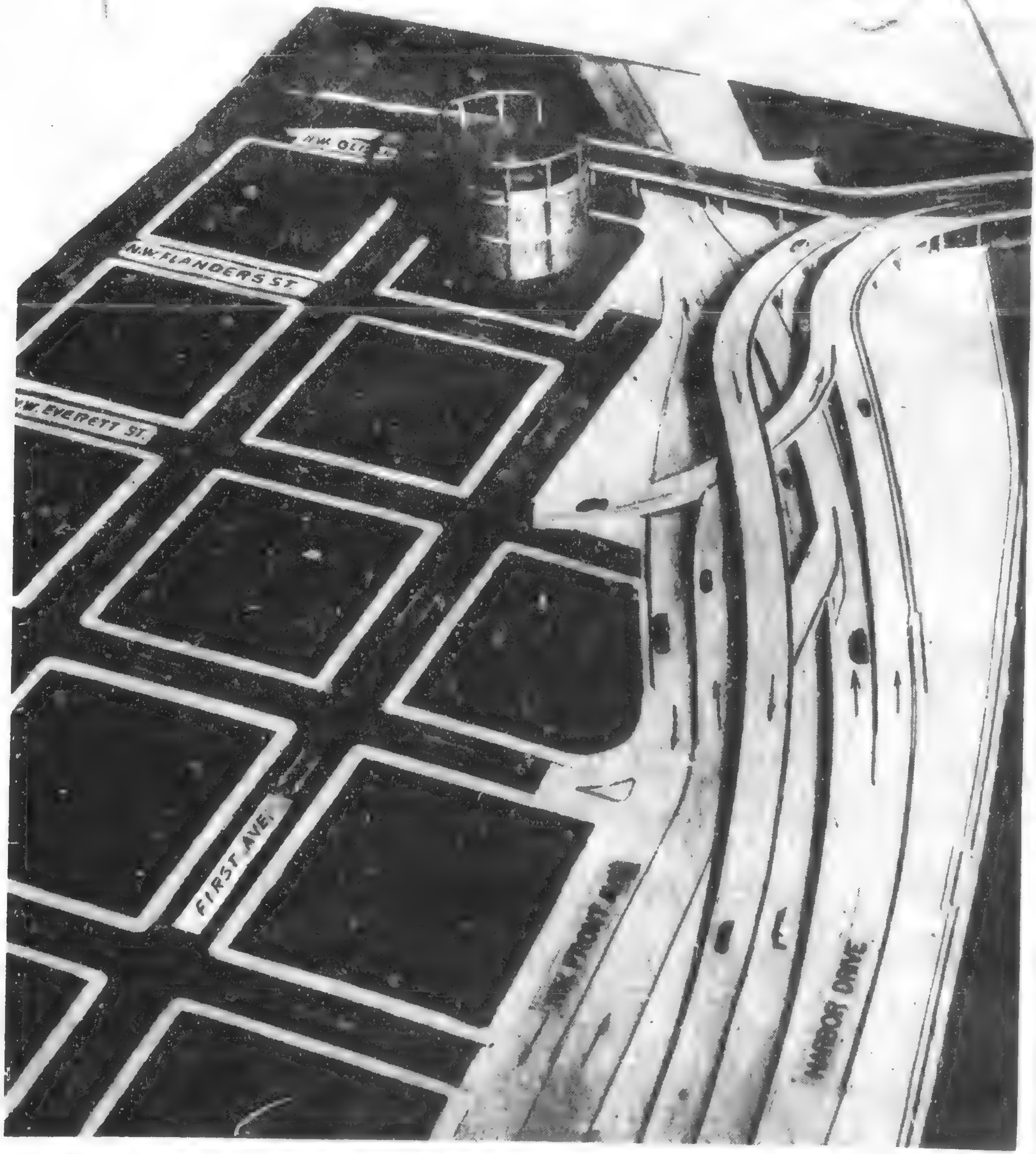
RECEIVED
DEC 2 1948
OREGON
STATE HIGHWAY COMMISSION

Jon

[illegible]

Saturday, December 1[illegible], 19[illegible]8

New Approach for Steel Bridge



The above sketch shows the proposed lanes connecting to the west side approach of the Steel bridge which are designed to allow for a flow of traffic from Harbor and Front onto the bridge, and for additional lanes off the bridge. The highway commission will open bids on the project Tuesday in Portland.

RECEIVED
DEC 14 1948
FOR FILING
UI 306-(6)

51

December 13, 1948

913W

Mr. F. E. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: West End of Steel Bridge
F. A. UI-306 (6)

Reference is made to your letter of November 19 commenting on the plans submitted for the ramps at the west end of the Steel Bridge in Portland.

1. The recommended design for the curb noses at the roadway junction, as given in your letter of March 1, 1945, was not overlooked. The restricted room has necessitated very narrow traffic dividers on this entire project, and this narrow width has not permitted us to pull down the width of the noses sufficiently to accomplish the purpose desired. We have attempted to take care of the matter by stopping the concrete islands back from the division point and extending these with raised bars on the pavement which are tapered from the end of the concrete traffic divider to the end. You will note that examples of this treatment are shown on Sheet 14 of the road plans. Wherever possible, we have pulled the noses of the islands in by long radius curves. While this is not the ideal treatment for the end of traffic separators, it seems to be as good a solution as can be arrived at on this particular project.

2. Where Structures A and B join the south side of the Glisan Street ramp, the handling of pedestrian traffic has given us considerable concern. We have had several conferences with the city concerning this and have finally decided that the best way to accomplish the purpose is to put a stairway leading down from the junction of the sidewalk on the west side of Structure A and on the south side of the Glisan Street ramp. This stairway is to connect with an underpass which will carry traffic under Structures A and B to another stairway which comes up to a connection with the stairway on the east side of Structure B. This subway would be connected to the columns which support Structures A and B.

The city is also anxious that a stairway be provided leading down to the ground level on this underpass and permitting pedestrians to go from Olean Street or from the area west of the Everett Street connection to the sea wall. We are working on a design for this pedestrian undercrossing. It will take some little time to get it out, but we propose to negotiate with the contractor for its construction.

3. We have a limited amount of room for the Harbor Drive southbound and Harbor Drive northbound roadways. In dividing up this space, it seems advisable to favor the Harbor Drive southbound roadway, as this roadway is depressed below the ground surface and passes between the abutment walls of Structure D. These walls on both sides of the roadway have a claustrophobic effect, and a wider roadway than is provided for the northbound connection seems advisable.

4. We will agree with you to eliminate the requirement for mechanically vibrating the concrete in the sidewalks.

5. The walks and gutters along the sea wall are considered as nonparticipating items.

6 and 7. We believe the estimates have been rearranged to meet with your requirements as given in these two paragraphs.

In our letter of December 5, 1948, we stated that the curb width on Section 3 of the sketch dated December 13, 1948 could be widened to 1'-6". This section particularly applies to the Harbor Drive southbound roadway where it passes under Structures B and D. These curbs can be widened out, but only at the expense of the roadway width, and as stated above, we feel that all of the roadway width possible should be given on this connection. However, if your office still thinks that the additional 6 inches of curb width is preferable to the wider roadway, the change can be made during construction.

Very truly yours,

R. M. BALDOCK
State Highway Engineer

By

W. G. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson
S. H. Probert

ASSIGNMENT No. 913/W.C.W.

DESCRIPTION: Letter of 11-19-48 from T. M. Davis re Oregon Project UI-306 (6), Ankeny Street-Steel Bridge Section

DATE: 11-24-48 ASSIGNED TO: G. S. PAXSON ✓

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date____________

☐ ____________________________

REPORT RECEIVED: 12-14-48 E

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3[illegible]
[illegible] OREGON

RECEIVED
NOV 26 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

November 19, 1948

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In reviewing the plans for Oregon Project UI-306(6), Ankeny Street - Steel Bridge Section, the following items are noted on which additional information is desired. We realize that possibly a part of the items we mention may be non-participating items which we understand are in the project.

1. It is noted the curb noses at junctions do not seem to conform to the recommendations made in our letter to you of March 1, 1945.

2. Is it the intention to prohibit traffic from crossing structures A and B from the walk on the south side of the Steel Bridge approach to the walk on the southeast side of Structure B. We believe some means should be taken to eliminate the chance of anyone trying to cross these two structures at grade. It might be possible to direct the traffic to the west side of the Steel Bridge - Glisan Street ramp.

3. The plans show Harbor Drive southbound with a width of 30' carrying 6900 ADT, while Harbor Drive northbound, with a width of 28', carries 7450 ADT. It is not exactly clear from the plans as to why this difference.

4. We note that the specifications provide for mechanical vibrating of sidewalks. We believe it has been the experience of the State Highway Engineers that this is not good practice on 4" sidewalks and we suggest that it be eliminated.

These walks and gutters Non-partic.

5. It is not clear as to whether Federal participation is to be requested in the walks and gutters along the sea wall, however, we do not consider this eligible for Federal participation. The adjusting of bollards is also not considered eligible.

[illegible] walls in roadway [illegible]

6. With regard to the estimate, it is apparent that the retaining walls are included under structures. Undoubtedly most of this retaining wall should be a roadway item and placed in the proper portion of the estimate. If now included, the items under 5 should also be deleted.

This has been done

7. With regard to the estimate for structures, this includes the quantities necessary to construct Structure D. While Structures A, B and C provide physical connections with each other and are properly listed as structure, Structure D is a highway over highway and has no physical connection with the others, therefore while it will have no length, this structure should

be shown separately in the estimate.

Reference is also made to the sketch of the various viaducts, ramps and subways dated September 15, 1941 which we believe you discussed with Mr. H. E. Hilts while in Washington back in March 1944 and in your letter of December 5, 1944, you advised that some of the curb widths would be increased. We would appreciate advice asto whether this has been carried out and if so at what widths.

The above is only what we have been able to review in the few days we have had the plans. We have received the specifications and estimate today which will enable us to make a more thorough review. In the meantime we would appreciate hearing from you on the points brought out so far.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 23 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 14 1948
FOR FILING

UI 306(6)

December 10, 1948

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: West End of Steel Bridge
F. A. No. UI-306 (6)

Reference is made to your telephone conversations today with Mr. Probert and Mr. Paxson in which the question was raised as to the adequacy of the existing agreement between the State and the railroad companies covering the reconstruction of the Glisan Street ramp of the Steel Bridge.

In this existing agreement, which is dated February 28, 1941 and of which copies have previously been furnished you, is Section 12 on Page 7 which reads as follows:

> "In addition to the other privileges and rights vested in the State under the terms of this lease the State shall have and is given authority, subject to the conditions hereinafter set out, at its own expense, to make necessary changes and alterations in said bridge to conform the same to the contemplated Front Avenue Project, both with respect to necessary approaches and ramps on the west end and on the east end of said bridge. In this connection the State shall have and is given the right to make such alterations in the railway structure as are necessary to accomplish the required widening and connections for said ramps and approaches; provided, however, that no alterations or changes in said structure shall be made until the plans for the same have been approved by the railroad companies' engineers and all work done and all changes or alterations made shall be done and made pursuant to such plans and under the supervision of the railroad companies' engineers."

This question as to the adequacy of this section to cover the matter was discussed with Mr. Murray's office and it was his opinion that no further agreement was necessary. The matter was also referred to our counsel, Mr. J. M. Devers, and the following is quoted from his opinion:

> "It is my opinion that the agreement already in existence between the Union Pacific and the Southern Pacific and the State is ample to permit you to go ahead with your plans. I believe, however, that the railroad companies under the agreement can ask the privilege of examining your plans before they are submitted to a call for bids. With respect to the question about public liability and property damage insurance, it is my opinion that the State's contractor should take out that insurance for the benefit of the State and the railroads, and then if we take over and begin operating and directing traffic over the structure we must then meet all of the other obligations in the contract."

Pursuant to this section, the Union Pacific and Southern Pacific Railroad Companies were written a joint letter, dated July 30, 1948, from which the following is quoted:

> "In accordance with Article 12, Page 7, of the agreement entered into February 28, 1941 between the Union Pacific Railroad Company, the Southern Pacific Company, and the State of Oregon covering the use by the State of the upper deck of the "Steel Bridge" in Portland, we are sending you, under separate cover, two sets of prints from our Drawings No. 8736-40 inclusive, and 8742-44 inclusive, which show the changes we propose to make in the west approach to the bridge to make the connection to the Front Avenue Project. * * * * .
>
> "These plans are submitted for your review and approval in accordance with the above-mentioned agreement. Your early action would be appreciated."

The plans referred to cover that portion of the project which has to do with the revision of the existing Steel Bridge and are the only parts of the project which are of interest to the railroad. The approval of the Union Pacific Railroad Company of these plans was received in a letter dated August 25, 1948, and the approval of the Southern Pacific Railroad Company was received in a letter dated September 30, 1948, both of which letters are in our files.

We trust that this will clear up any doubts you may have concerning this matter.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:GM
cc G. S. Paxson

RECEIVED

FOR FILING

COMMISSION
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

UI 306(6)

December 1, 1948

Mr. L. G. Apperson
Assistant City Engineer
Portland, Oregon

W. C. WILLIAM

Dear Sir:

In accordance with our conversation of November 29, I am forwarding to you, under separate cover, the following data in connection with the proposed Front Avenue Steel Bridge - Ankeny Street project:

7 Copies Encroachment Resolution
3 Copies Grade Resolution
1 Copy Project Plans
1 Copy Project Specifications

As you know, the Grade and Encroachment Resolutions must be passed by the City Commission prior to the awarding of the contract by the Highway Commission. Therefore, we would appreciate having this matter expedited as much as possible. After the Grade and Encroachment Resolutions have [redacted] adopted by the City Council, please forward two signed copies of the Grade Resolution and six signed copies of the Encroachment Resolution to the Oregon State Highway Commission, Salem, Oregon, attention of Forrest Cooper, Engineer, County and City Relations. The plans and specifications and one copy each of the resolutions are for the city's files.

There were two matters you specifically requested information on when we discussed this matter. First was the method of handling traffic. In answer to this, I refer you to the job specifications. Second was the provision for handling pedestrian traffic from the westerly side of the project to the waterfront. This is somewhat hard to explain by letter, but facilities are to be provided at Glisan Street using the existing sidewalk on the southerly side of the Glisan Street ramp to the intersection of the S-H line, a stairway and pedestrian walk under S-H and H-S lines at approximately station 67+15 S-H and station 9+40 H-S line, and a stairway at station 9+40 H-S to ground level. This arrangement is not shown on the plans, but will be worked out with the contractor later to avoid the long delay that a change in the plans would entail.

The Highway Commission is anxious to get this project started. Therefore, we solicit your help in expediting passage of the resolutions by the city. The lay-out is somewhat complicated, but we will immediately furnish any and all information you wish to assist you in a proper analysis of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper
Engineer, County and City Relations

FC:MM
CC: Mr. W. C. Williams

RECEIVED
NOV 26 1948
FOR FILING

November 19, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In reviewing the plans for Oregon Project UI-306(6), Ankeny Street - Steel Bridge Section, the following items are noted on which additional information is desired. We realize that possibly a part of the items we mention may be non-participating items which we understand are in the project.

1. It is noted the curb noses at junctions do not seem to conform to the recommendations made in our letter to you of March 1, 1948.

2. Is it the intention to prohibit traffic from crossing structures A and B from the walk on the south side of the Steel Bridge approach to the walk on the southeast side of Structure B. We believe some means should be taken to eliminate the chance of anyone trying to cross these two structures at grade. It might be possible to direct the traffic to the west side of the Steel Bridge - Glisan Street ramp.

3. The plans show Harbor Drive southbound with a width of 30' carrying 6900 ADT, while Harbor Drive northbound, with a width of 28', carries 7450 ADT. It is not exactly clear from the plans as to why this difference.

4. We note that the specifications provide for mechanical vibrating of sidewalks. We believe it has been the experience of the State Highway Engineers that this is not good practice on 4" sidewalks and we suggest that it be eliminated.

5. It is not clear as to whether Federal participation is to be requested in the walks and gutters along the sea wall, however, we do not consider this eligible for Federal participation. The adjusting of bollards is also not considered eligible.

6. With regard to the estimate, it is apparent that the retaining walls are included under structures. Undoubtedly most of this retaining wall should be a roadway item and placed in the proper portion of the estimate. If now included, the items under 5 should also be deleted.

7. With regard to the estimate for structures, this includes the quantities necessary to construct Structure D. While Structures A, B and C provide physical connections with each other and are properly listed as structure, Structure D is a highway over highway and has no physical connection with the others, therefore while it will have no length, this structure should

be shown seperately in the estimate.

Reference is also made to the sketch of the various viaducts, ramps and subways dated September 15, 1941 which we believe you discussed with Mr. H. E. Hilts while in Washington back in March 1944 and in your letter of December 5, 1944, you advised that some of the curb widths would be increased. We would appreciate advice asto whether this has been carried out and if so at what widths.

The above is only what we have been able to review in the few days we have had the plans. We have received the specifications and estimate today which will enable us to make a more thorough review. In the meantime we would appreciate hearing from you on the points brought out so far.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 10 1948
FOR FILING

UI-306-(6)

November 9, 1948

Union Pacific Railroad Company
Attention of Mr. L. W. Althof
Pittock Block
Portland 5, Oregon

Southern Pacific Company
Attention of Mr. L. P. Hopkins
Union Station
Portland 9, Oregon

Gentlemen:

Re: West Approach to Steel Bridge in Portland

Under date of July 30, 1948, plans for that portion of the west approach to the Steel Bridge in Portland which affect the present structure were submitted to your offices, and approval of these plans has been received. We expect to advertise for bids on this project at the Highway Commission meeting Tuesday, December 21, 1948.

The agreement covering this project, between the Union Pacific Railroad Company, the Southern Pacific Company, and the State of Oregon, dated February 28, 1941, does not cover insurance to be carried by our contractor protecting the railroad companies from damage due to his operations. While only that portion of the project which covers the revisions to the deck system of the Glisan Street approach could in any way affect the operations of the railroads, we feel that it is advisable that the usual grade crossing insurance be carried, and we therefore propose to include in our specifications the following insurance provision:

> "In addition to other insurance, the contractor shall furnish evidence to the engineer that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the Union Pacific Railroad Company and the Southern Pacific Company, jointly and severally as their interests may appear, regular Protective Public Liability insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000) for all damages arising out of bodily injuries to or death of one person and, subject

> to that limit for each person, a total limit of Two Hundred Thousand Dollars ($200,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Protective Property Damage Liability insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of Two Hundred Thousand Dollars ($200,000) for all damages arising out of injury to or destruction of property during the policy period. The term "person" as herein used shall include passengers and employees of the railroad companies, as well as other persons; and the term "property" as herein used shall include property of or in the custody of the railroad companies, as well as other property."

The agreement dated February 28, 1941 has, in Article 6 on Page 4, a provision requiring the State to carry liability and property damage insurance in favor of the railroads. This provision is slightly ambiguous in that it is not clear whether this insurance policy is to be carried during the construction of the new approaches or only refers to the operation of the structure after the State has taken it over and begun paying rentals to the railroad company. Under either interpretation, however, it would seem that the insurance which we are requiring our contractor to carry during the construction of the approaches is ample protection.

We shall also include in our specifications the following paragraphs under the heading of Protection of Railroad Property:

> "The contractor shall coordinate his operations with the operations of the railroad companies in the best possible manner and shall conduct his operations in such a way as to create the least possible hazard to the railroad companies' facilities and operations and shall perform those parts of his work which are dependent upon or in any way related to the work to be done by these companies at such times and in such manner as best suits their convenience and needs.
>
> "Should any damage be caused to roadbed, ballast, ties, track, fences, telegraph, telephone, or signal lines, or any other property of the railroad companies by reason of the contractor's operations, the cost of repairing such damage shall be borne by the contractor, and he shall reimburse the railroad companies upon the rendition of bills therefor.

> "The contractor's final estimate will not be released until evidence is presented to the effect that all claims of the railroad companies for damages or miscellaneous services in connection with the job have been settled."

Within the next few days we will send you, for your records, the supplemental specifications and the plans for the complete project, including the plans for the portion which affects your structure and which you have previously approved.

Very truly yours,

R. M. BALDOCK
State Highway Engineer

By

W. G. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
AUG 4 - 1948
FOR FILING

WI-306 (1)

July 30, 1948

Mr. Sam Murray, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Gentlemen:

Re: West Approach to Steel Bridge in Portland

Numerous conferences have been had between representatives of your companies and the State relative to the revisions to the Glisan Street approach to the Steel Bridge in Portland and the connection to the Front Avenue project, which matter is covered by the agreement executed February 28, 1941. At these conferences the undercrossing of your tracks by Front Avenue and the rearrangement of the trackage in the depot grounds has been discussed as a part of the proposed project. Due to the great increase in construction costs that has taken place since the project was initiated, the funds available will not cover the railroad undercrossing, and it has become necessary to restrict the present project to the ramps connecting the Front Avenue project to the Steel Bridge and to such revisions to the Glisan Street approach as are necessary to make this connection.

Under separate cover we are sending two prints from a map entitled "Sketch Map, Front Avenue Section," dated November 1947, which show in solid color the sections of the structure which are to be included in the present project. The cross-hatched section of the Glisan Street approach, the cross-hatched undercrossing structure and the track revisions are not to be done at this time. The sections now to be built are arranged so that the undercrossing can be built at some future time without loss of work built under the present project.

In accordance with Article 12, Page 7, of the agreement entered into February 28, 1941 between the Union Pacific Railroad Company, the Southern Pacific Company, and the State of Oregon covering the use by the State of the upper deck of the "Steel Bridge" in Portland, we are sending you, under separate cover, two sets of prints from our Drawings No. 8736-40 inclusive, and 8742-44 inclusive, which show the changes we propose to make in the west approach to the bridge to make the connection to the Front Avenue Project. These plans show the possible future redecking and revision of the entire west approach ramp which is proposed for construction if and when the undercrossing is built. The present project, however, covers no work west of Bent No. 8 (Sta. 3+76.16) other than minor adjustments of the deck surfacing just west of Bent No. 8 to make a smooth connection to the new work. This project will not involve any change in the existing railroad track nor any interference with train operations other than the doing of the revisions to Spans 9 and 10 (Sta. 3+76.16 to the first main pier) which will be made above your operating trains. The work on the existing structure consists in the raising of the structural steel substructure at Bents No. 8 and No. 9, the revision of connection between Span 8 and Bent No. 8 and between Span 10 and the west main truss at the pier, and the placing of a reinforced concrete deck on Spans 9 and 10, together with the incidental details necessary to effect these revisions.

These plans are submitted for your review and approval in accordance with the above-mentioned agreement. Your early action would be appreciated.

Very truly yours,

R. M. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

and revision of the entire west approach ramp which is proposed for construction if and when the undercrossing is built. The present project, however, covers no work west of Bent No. 8 (Sta. 3+76.16) other than minor adjustments of the deck surfacing just west of Bent No. 8 to make a smooth connection to the new work. This project will not involve any change in the existing railroad track nor any interference with train operations other than the doing of the revisions to Spans 9 and 10 (Sta. 3+76.16 to the first main pier) which will be made above your operating trains. The work on the existing structure consists in the raising of the structural steel substructure at Bents No. 8 and No. 9, the revision of connection between Span 8 and Bent No. 8 and between Span 10 and the west main truss at the pier, and the placing of a reinforced concrete deck on Spans 9 and 10, together with the incidental details necessary to affect these revisions.

These plans are submitted for your review and approval in accordance with the above-mentioned agreement. Your early action would be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

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FORM E-80 25M 12-47

UI 306 (6)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25, 1948

SUBJECT: West End of Steel Bridge
in Portland

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
[illegible] LIAMS

Dear Sir:

Revised estimates on the cost of the approaches to the West End of the Steel Bridge are as follows:

Including Railroad Underpass

Structures	$1,560,000	
Roadwork	360,000	
Water System Revisions	30,000	
	1,950,000	
+10%	195,000	
	2,145,000	
Railroad Contribution 10% of $785,000	78,500	
Net	$2,066,500	

Excluding Railroad Underpass

Structures	$ 910,000	727
Roadwork	300,000	247
Water System Revisions	20,000	
	$1,230,000	
+10%	123,000	
	$1,353,000	

Project set up
$ 974,000.00

The road work shown on the second estimate (excluding railroad underpass) is prorated back from the estimate of road work on the complete project, however it should be reasonably correct. Other estimates are from detail plans and should be quite close.

Yours very truly,

G S Paxson
G. S. Paxson
Bridge Engineer

GSP BD

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[illegible]
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Grade Crossings

Salem, Oregon
February 13, 1948

Mr. G. S. Paxson

I have been quite dilatory in replying to your letter of December 31 in regard suggested cooperation of the railroad in the construction of a grade separation at the west approach to the Steel Bridge in Portland.

I have carefully gone over the nine items listed in your letter of December 31 and I find no reason to disagree with the assumption at which you arrive. I concur in your recommendation that the railroad company participate in all nine of the items listed.

W. C. Williams

WCW/ds

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 31, 1947

SUBJECT: West End of Steel Bridge No. 2733

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

The West Approach to the Steel Bridge in Portland has two separate functions: (1) To connect Harbor Drive with the upper deck and carry Pacific Highway West traffic across the river to a connection with Interstate Avenue; (2) to connect Harbor Drive to North Front Street and effect a separation of railroad and highway grades at the railroad crossing just north of Glisan Street. The first function is entirely a highway matter in which the railroads are not interested. The second function is primarily a grade separation project in the cost of which the railroads are required to participate. The items that effect the grade separation can be segregated from the purely highway items.

Items in Which the Railroad Should Participate:

1. Railroad Structure. This structure is shown in red on the attached map. It supports the tracks across the depressed highway. There is no question as to railroad participation in this item.

2. Railroad Signal and Telegraph Revision. One of the major problems of this project is the maintenance of railroad traffic. The cost of this is an item which is plainly a part of the grade separation.

3. Moving and Replacing Glisan Street Ramp. A portion of the railroad structure and adjacent retaining walls will be built under the existing Glisan Street ramp. These structures are to be supported by piles. The ramp is to be moved to the south to give room for the pile driver to operate. It is also necessary to move the ramp to provide room for the shoofly track. The moving of the ramp is entirely necessitated by the building of the grade separation structure, and the cost should be considered a part of the grade separation and participated in by the railroads.

4. Structure Carrying Harbor Drive-Glisan Street Line over North Front Street. This structure is shown in yellow on the attached map. If the project were confined to the ramps connecting with the Steel Bridge, the Harbor Drive-Glisan Street connection would not be necessary as the grades

of Front Avenue and Glisan Street would be equal. Since this structure is made necessary by the railroad undercrossing, it should be included in the grade separation project and the railroads should participate in the cost.

5. Roadway Excavation, Surfacing and Drainage. If the grade separation structure were not to be built, no changes would be necessary in North Front Street between the point where the new grade line intersects the existing street grade near the Union Pacific warehouse at approximately station 64+00 and a point just north of the Everett Street ramp at approximately station 72+00. South of station 72+00 the grade of Front Avenue is depressed to give clearance under the Everett Street ramp and the Front Avenue-Harbor Drive connection (Structure D). The railroads should participate in the additional cost of grading, surfacing and drainage due to the depressed roadway under the railroad structure.

6. Retaining Walls. The depressed roadway under the railroad structure requires numerous retaining walls outside the limits of the structure proper. These are a part of the grade separation project and the railroads should participate in their cost.

7. The stairway opposite station 69+70 is necessary to connect the sidewalks along the Harbor Drive-Glisan Street connection to North Front Avenue. It makes possible the complete separation of pedestrian and railroad traffic.

8. Pumping Plant. The depressed roadway grade line is at elevation 14.5. This is about 6 feet below the maximum ground water elevation recorded in three years of observation. This low grade line requires a pumping plant. The depression of the highway at the Everett Street crossing and at the Front Avenue-Harbor Drive connection are also below the ground water elevation so that a pumping plant would be required even if the railroad undercrossing were not built. The size of the pumping plant for the complete project is twice that required for the highway project alone. The railroad companies should participate in half the pumping plant cost.

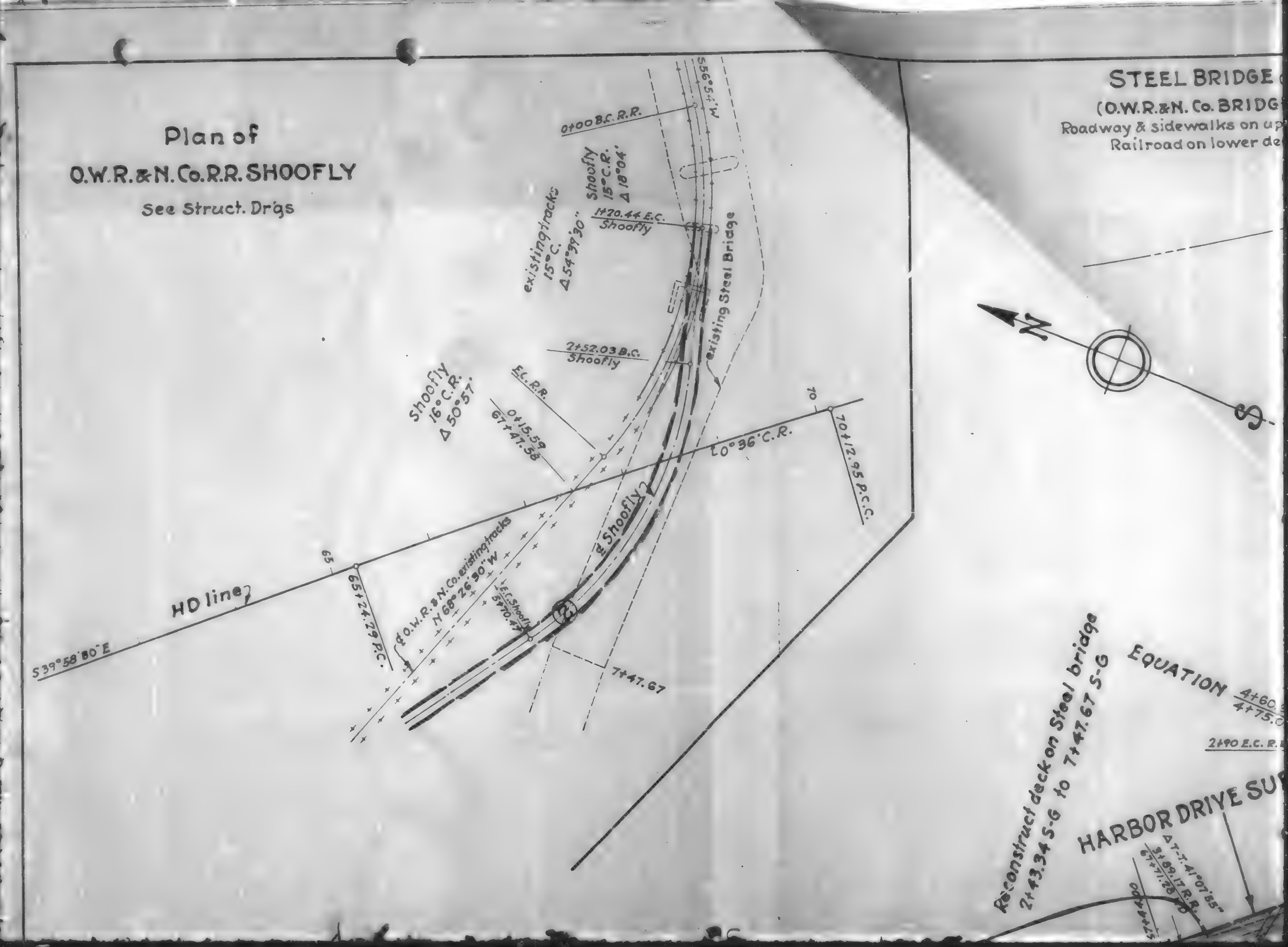
9. Additional Right of Way. It is not yet decided whether a retaining wall or a cut slope will be used at the east side of the north approach to the railroad structure. The cut slope is $20,000 cheaper than the wall but requires additional right of way. The property is owned by the Southern Pacific Company. The cost of this right of way is now being checked. If a cut slope is used and the right of way acquired, its cost should be participated in by the railroads.

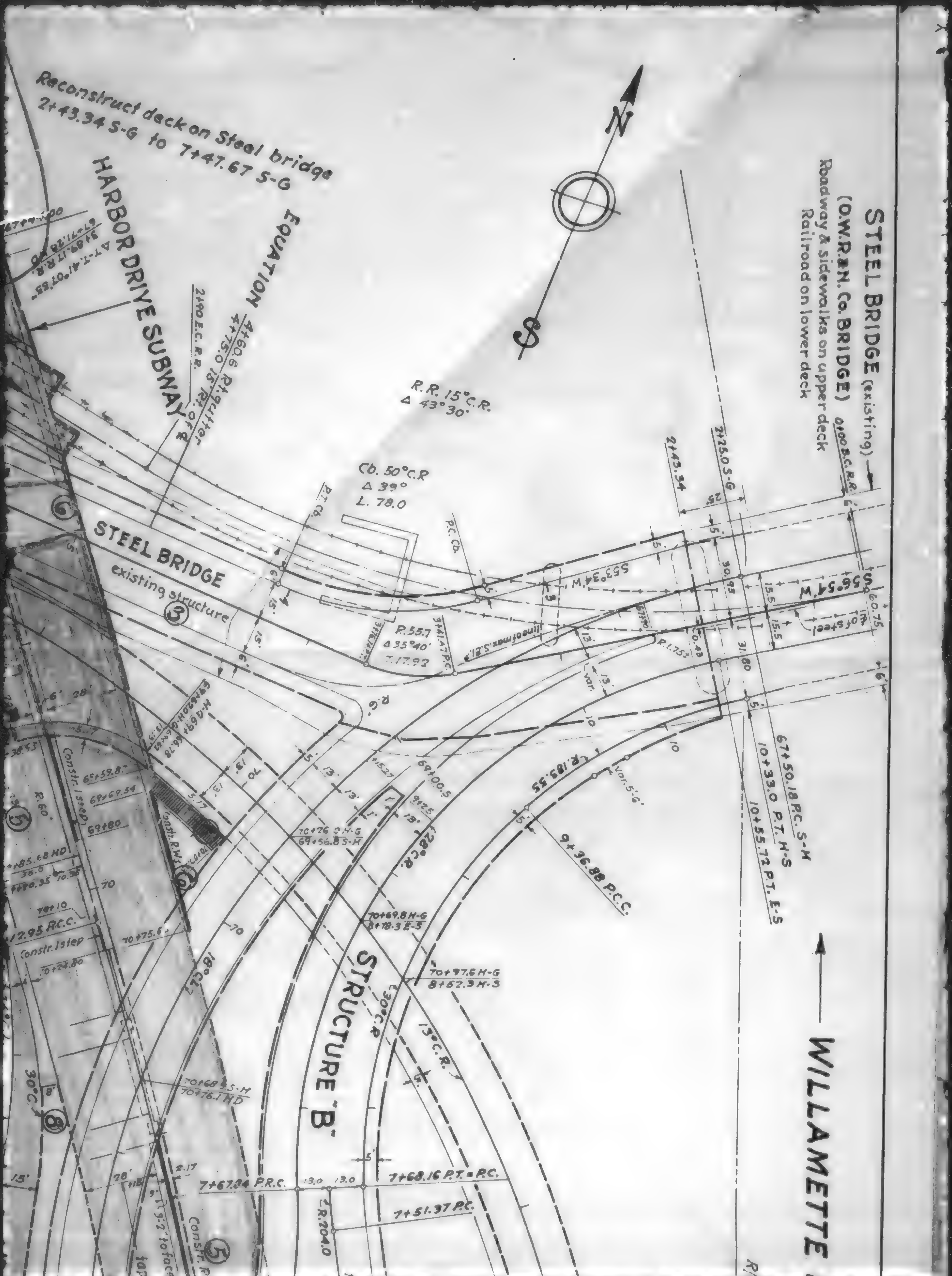
It would be appreciated if you would check this over before I confer with the P.R.A. and the railroads.

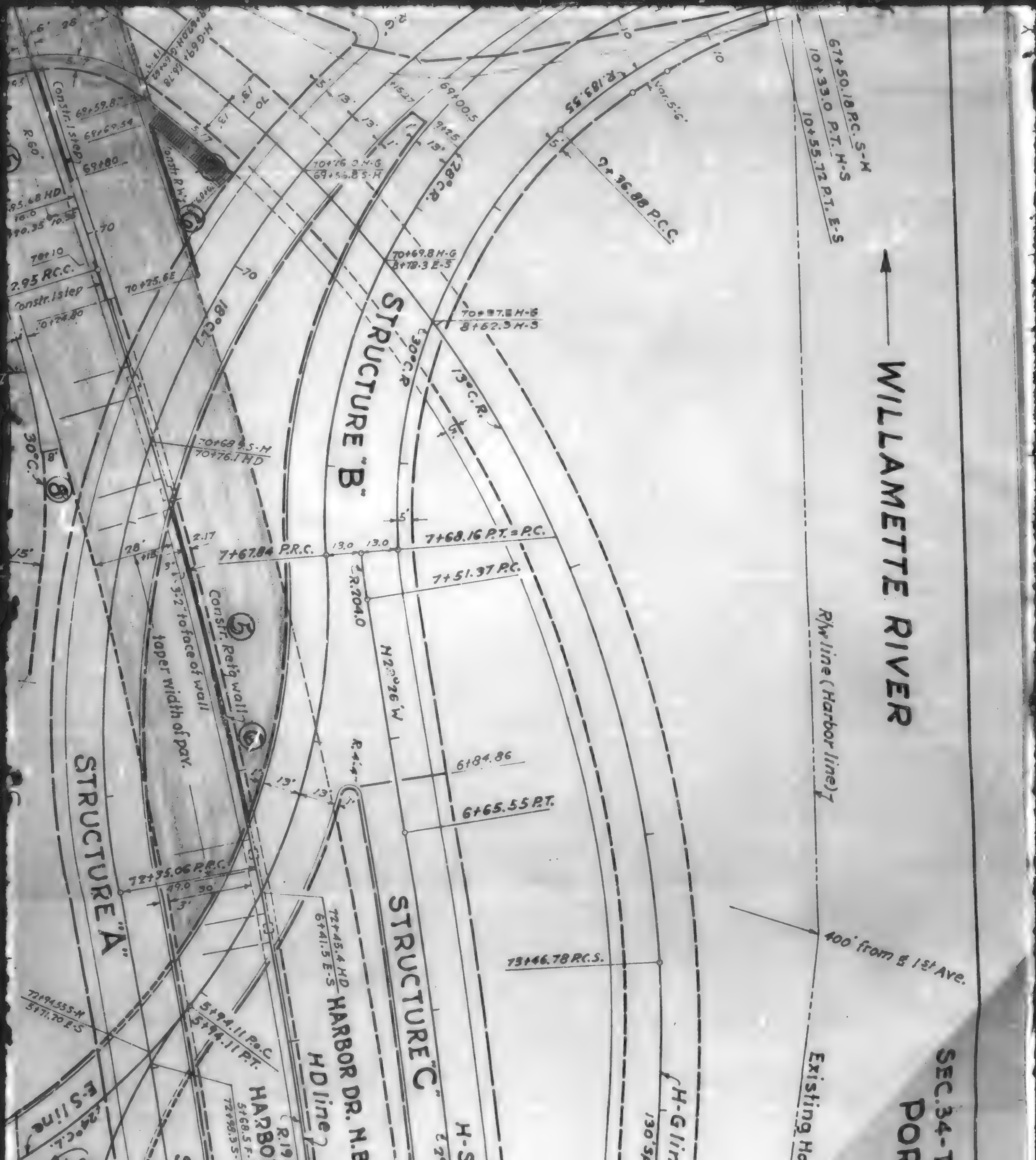
Very truly yours,

G. S. Paxson
Bridge Engineer

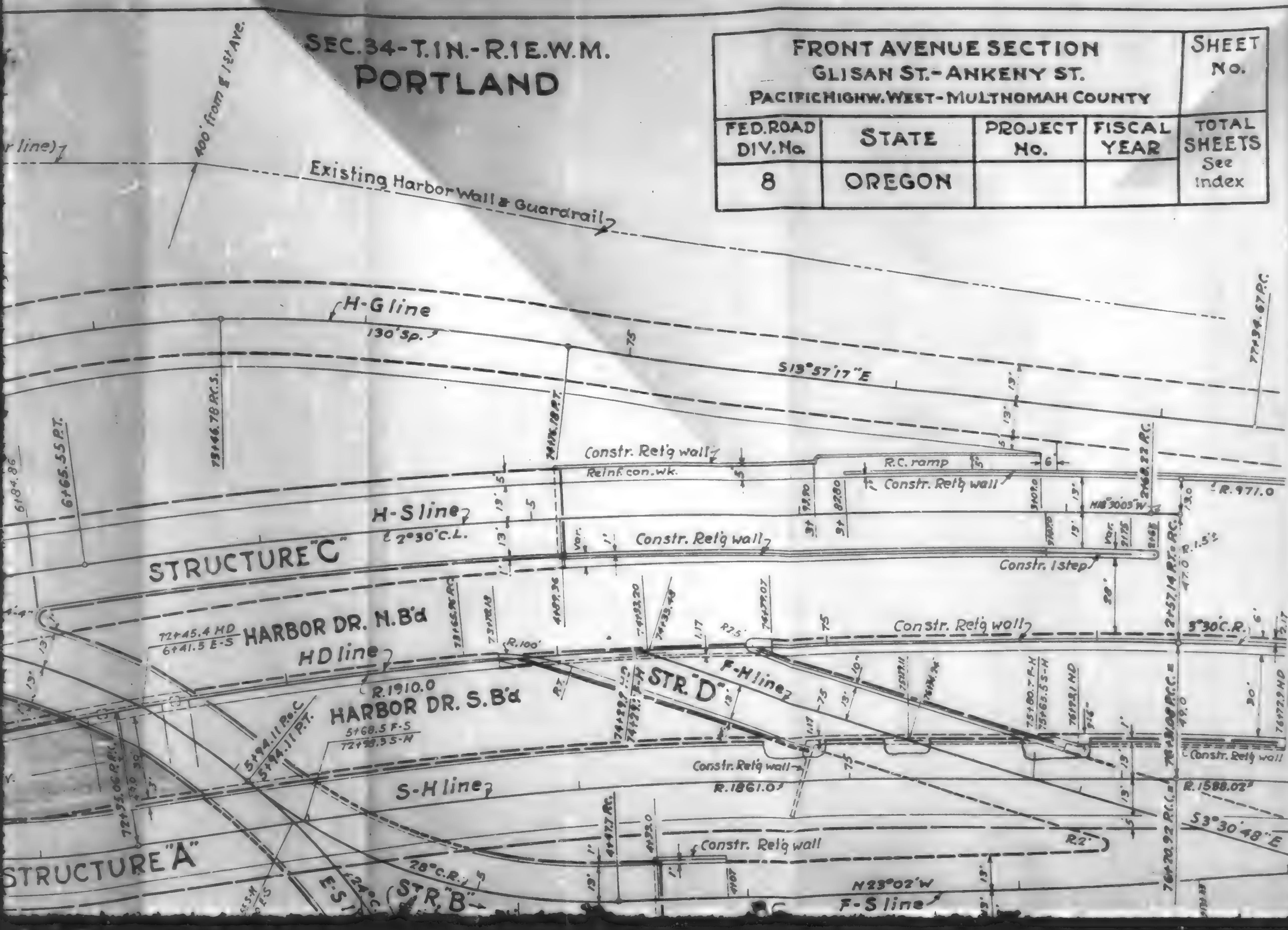
GSP GM


Plan of
O.W.R.&N.Co.R.R. SHOOFLY
See Struct. Drgs
STEEL BRIDGE
(O.W.R.&N. Co. BRIDG
Roadway & sidewalks on up
Railroad on lower de
0+00 B.C. R.R.
S56°54'W
Shoofly
15°C.R.
Δ 18°04'
1+20.44 E.C.
Shoofly
existing tracks
15°C.
Δ 54°39'30"
existing Steel Bridge
2+52.03 B.C.
Shoofly
E.C. R.R.
Shoofly
16°C.R.
Δ 50°57'
0+15.59
67+47.58
70
70+12.95 P.C.C.
℄ 0°36' C.R.
℄ Shoofly
65
65+24.29 P.C.
HD line
S39°58'80"E
℄ O.W.R.&N. Co. existing tracks
N 68°26'30" W
E.C. Shoofly
5+70.47
7+47.67
N
S
EQUATION
4+60.
4+75.
2+90 E.C. R.
Reconstruct deck on Steel bridge
2+43.34 S-G to 7+47.67 S-G
HARBOR DRIVE SU
57+44.00
Δ T. 41°07'85"
3+89.17 R.R.
61+71.29

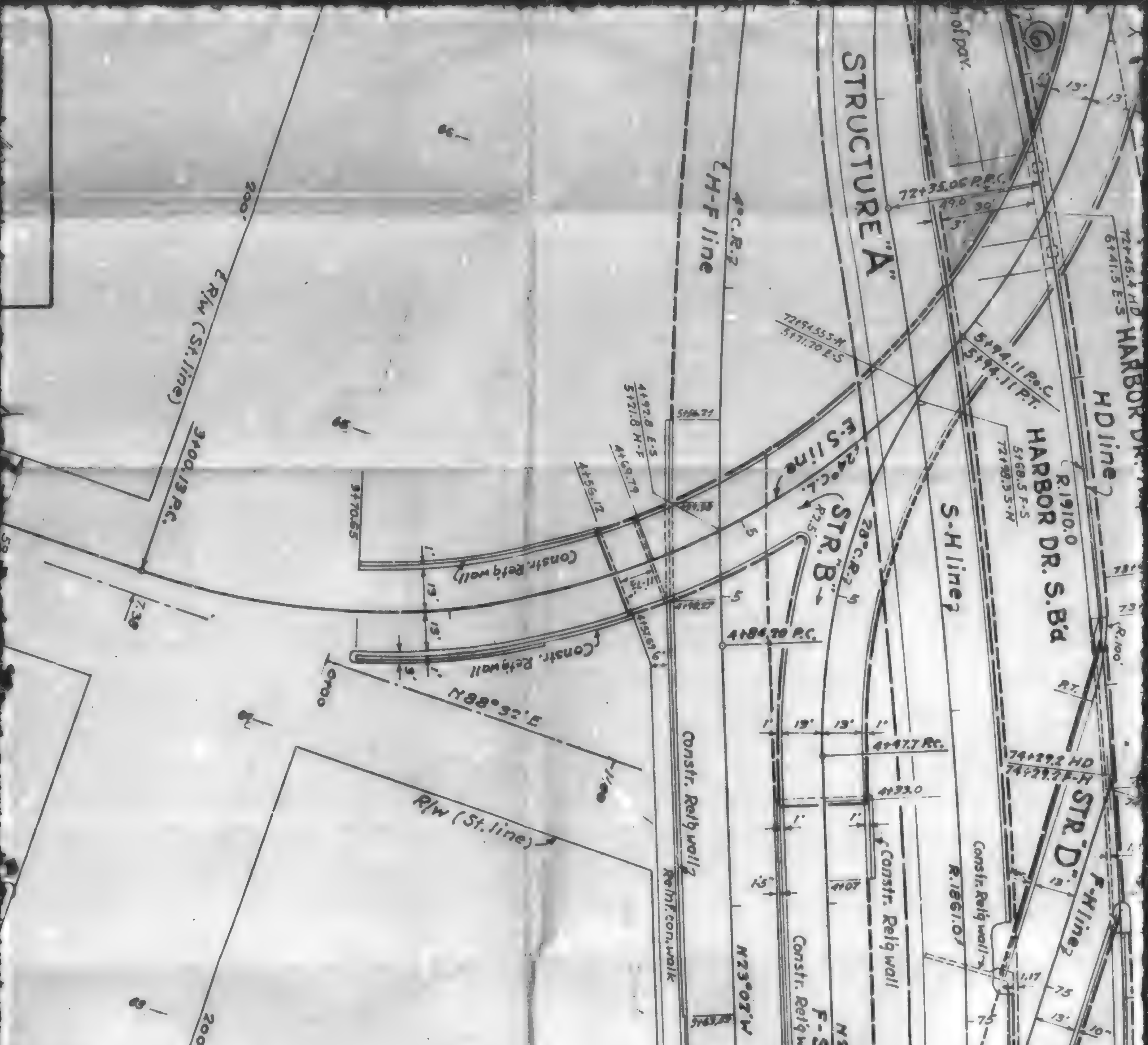

Reconstruct deck on Steel bridge
2+43.34 S-G to 7+47.67 S-G
HARBOR DRIVE SUBWAY
EQUATION
4+60.6 P.I. gutter
4+75.0 15 Rt. of ℄
2+90 E.C. R.R.
N
S
STEEL BRIDGE (existing)
(O.W.R.&N. Co. BRIDGE)
Roadway & sidewalks on upper deck
Railroad on lower deck
0+00 B.C. R.R.
R.R. 15° C.R.
Δ 43°30'
Cb. 50° C.R
Δ 39°
L. 78.0
P.T. Cb.
P.C. Cb.
2+43.34
2+25.0 S-G
S 53°34' W
S 56°54' W
STEEL BRIDGE
existing structure
P. 55.7
Δ 35°40'
T. 17.92
line of max. S.E.
R. 1.753
67+50.18 P.C. S-H
10+33.0 P.T. H-S
10+55.72 P.T. E-S
R. 183.55
9+36.88 P.C.C.
R. 6'
69+00.5
70+76 O.H-G
69+56.8 S-H
28° C.R.
70+69.8 H-G
8+78.3 E-S
70+97.6 H-G
8+52.3 H-S
STRUCTURE "B"
30° C.R.
13° C.R.
WILLAMETTE
7+67.84 P.R.C.
7+68.16 P.T. = P.C.
7+51.37 P.C.
R. 204.0
13.0
13.0
70+68.5 S-H
70+76.1 HD
18° C.
30° C.
R. 60'
69+59.8
69+69.54
69+80
70+10
12.95 P.C.C.
70+75.6
Constr. 1 step
70+24.80
Constr. R.W.
2.17
9.2' to face
Constr. Re
6
3
5
6
8
5

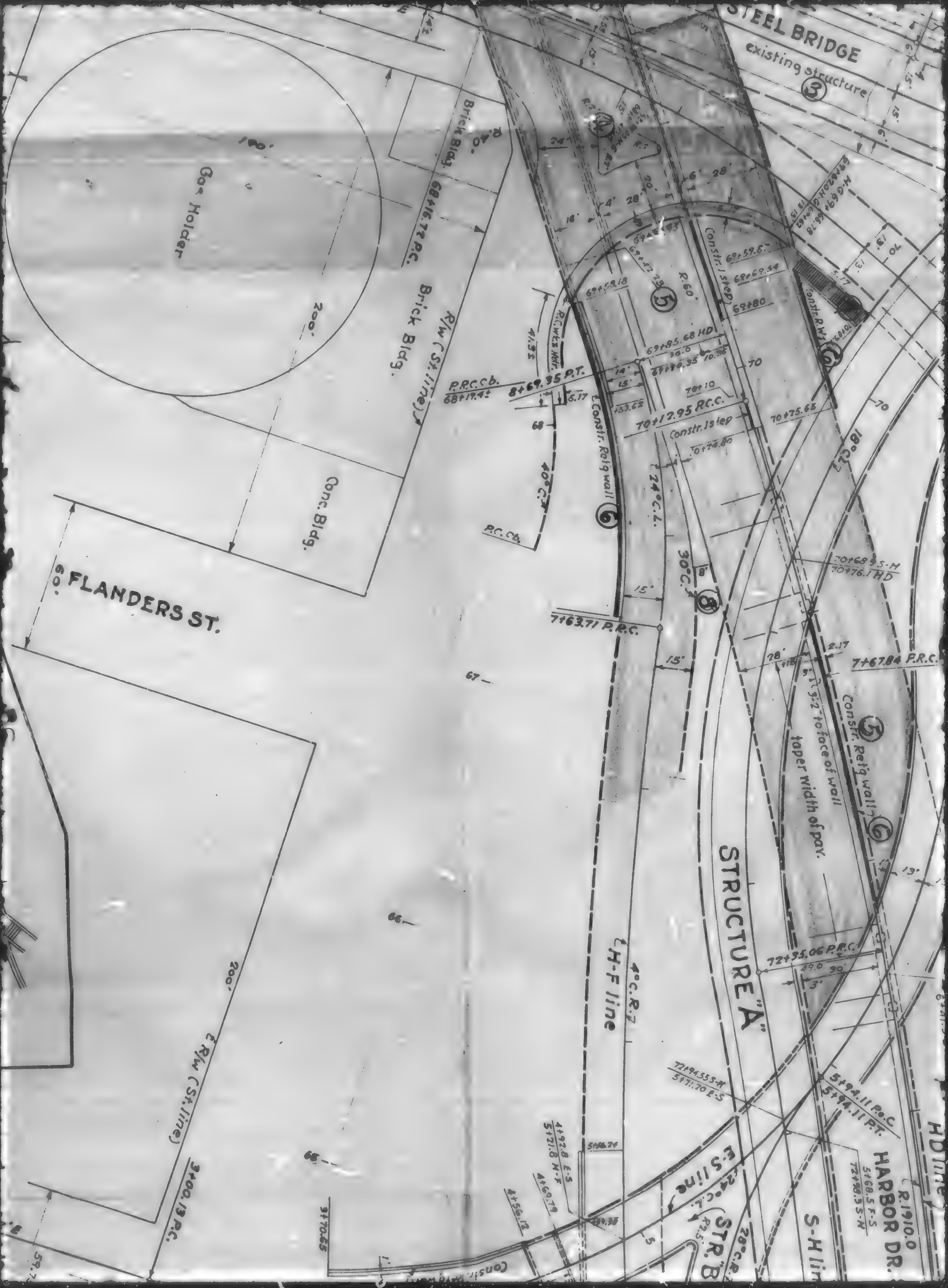


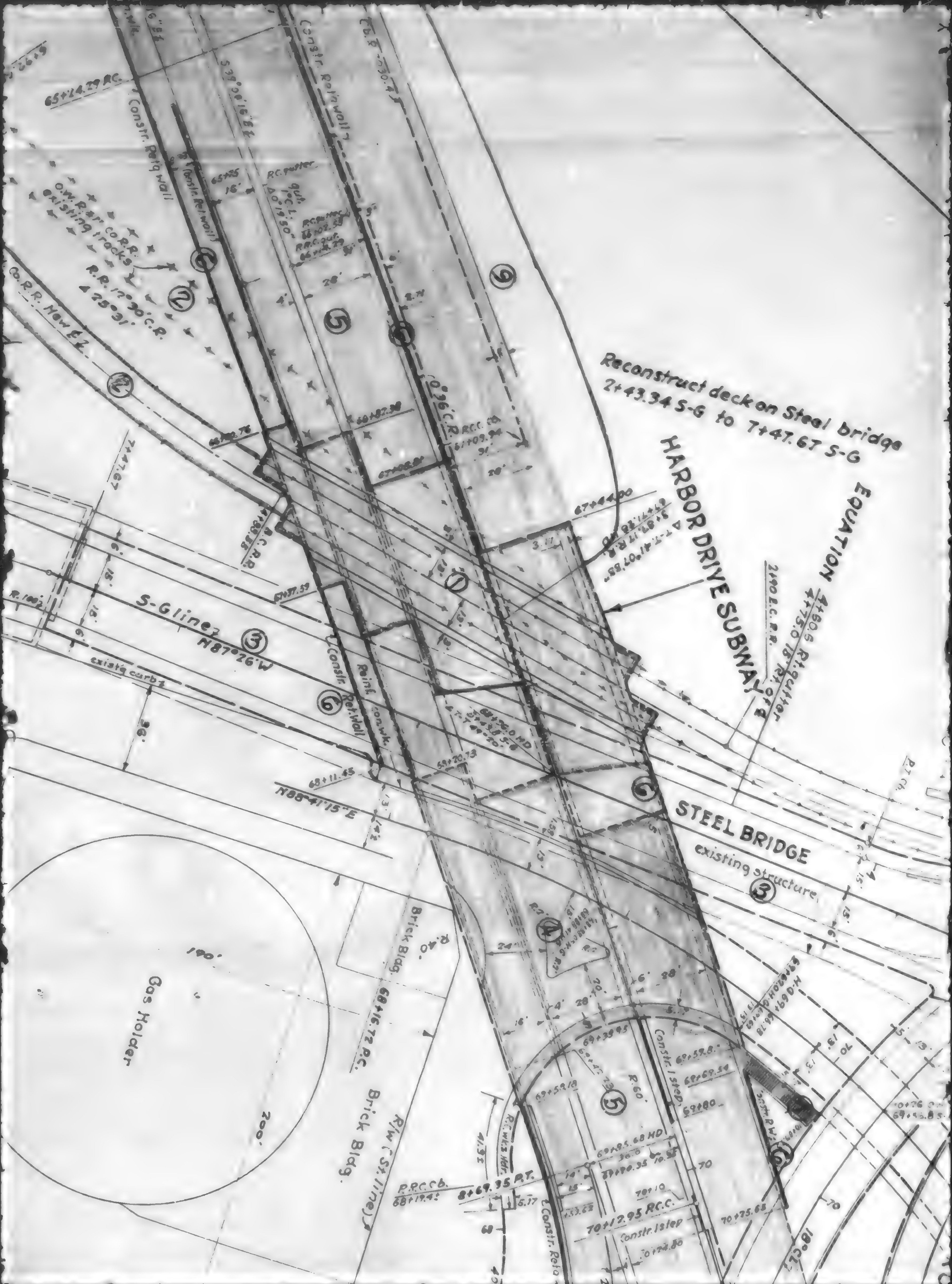
WILLAMETTE RIVER
PORTLAND
SEC. 34-T.1N.-R.1E.W.M.
STRUCTURE "A"
STRUCTURE "B"
STRUCTURE "C"
STR. "B"
HARBOR DR. N. B'd
HARBOR DR. S. B'd
HD line
H-S line
H-G line
S-H line
E-S line
R/W line (Harbor line)
Existing Harbor Wall & Guardrail
400' from E 1st Ave.
Constr. Ret'g wall
3'-2" to face of wall
taper width of pav.
Constr. 1 step
67+50.18 P.C. S-H
10+33.0 P.T. H-S
10+55.72 P.T. E-S
9+36.88 P.C.C.
R. 183.55
7+68.16 P.T. = P.C.
7+67.84 P.R.C.
7+51.37 P.C.
R. 204.0
6+84.86
6+65.55 P.T.
72+35.06 P.R.C.
73+46.78 P.C.S.
73+66.96 P.C.
73+78.19
74+76.78 P.T.
4+89.36
4+47.7 P.C.
74+29.2 HD
5+94.11 P.O.C.
5+94.11 P.T.
R. 1910.0
R. 100
70+69.8 H-G
70+97.8 H-G
8+62.3 H-S
70+69.8 S-H
70+76.1 HD
70+76 H-G
69+56.8 S-H
69+59.8
69+69.54
69+80
70+75.6 E
70+10
72.95 P.C.C.
18° C.
28° C.R.
30° C.R.
13° C.R.
H 28°26' W
2°30' C.L.
130' Sp.
H-G 69+...
R. 60'
30° C.
28° C.R.
R. 2.5
13' 13' 5'
1' 13' 13' 1'
Var.
Constr. Reinf. Co.

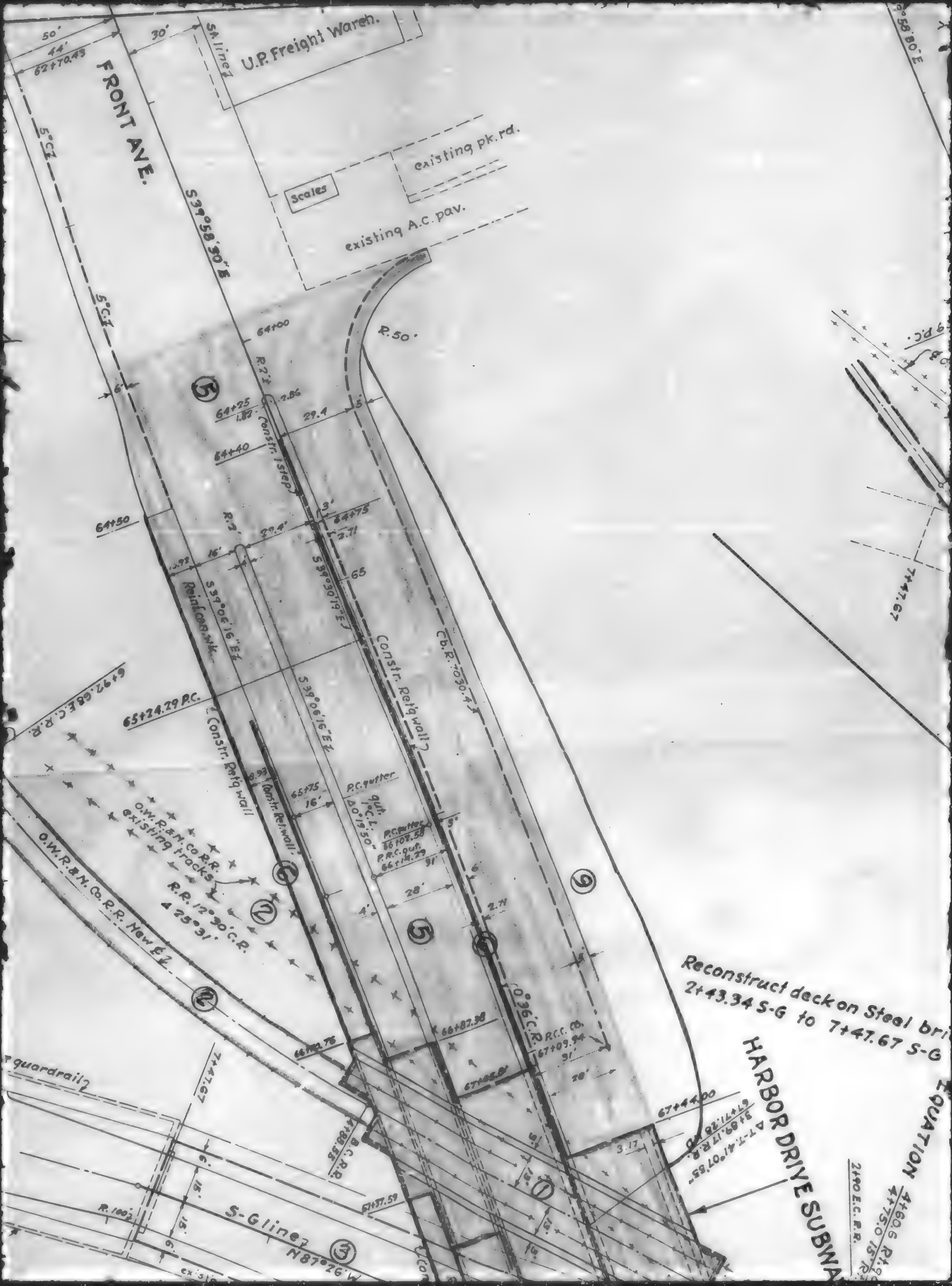


FRONT AVENUE SECTION GLISAN ST.-ANKENY ST. PACIFIC HIGHW. WEST-MULTNOMAH COUNTY				SHEET No.
FED. ROAD DIV. No.	STATE	PROJECT No.	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See index

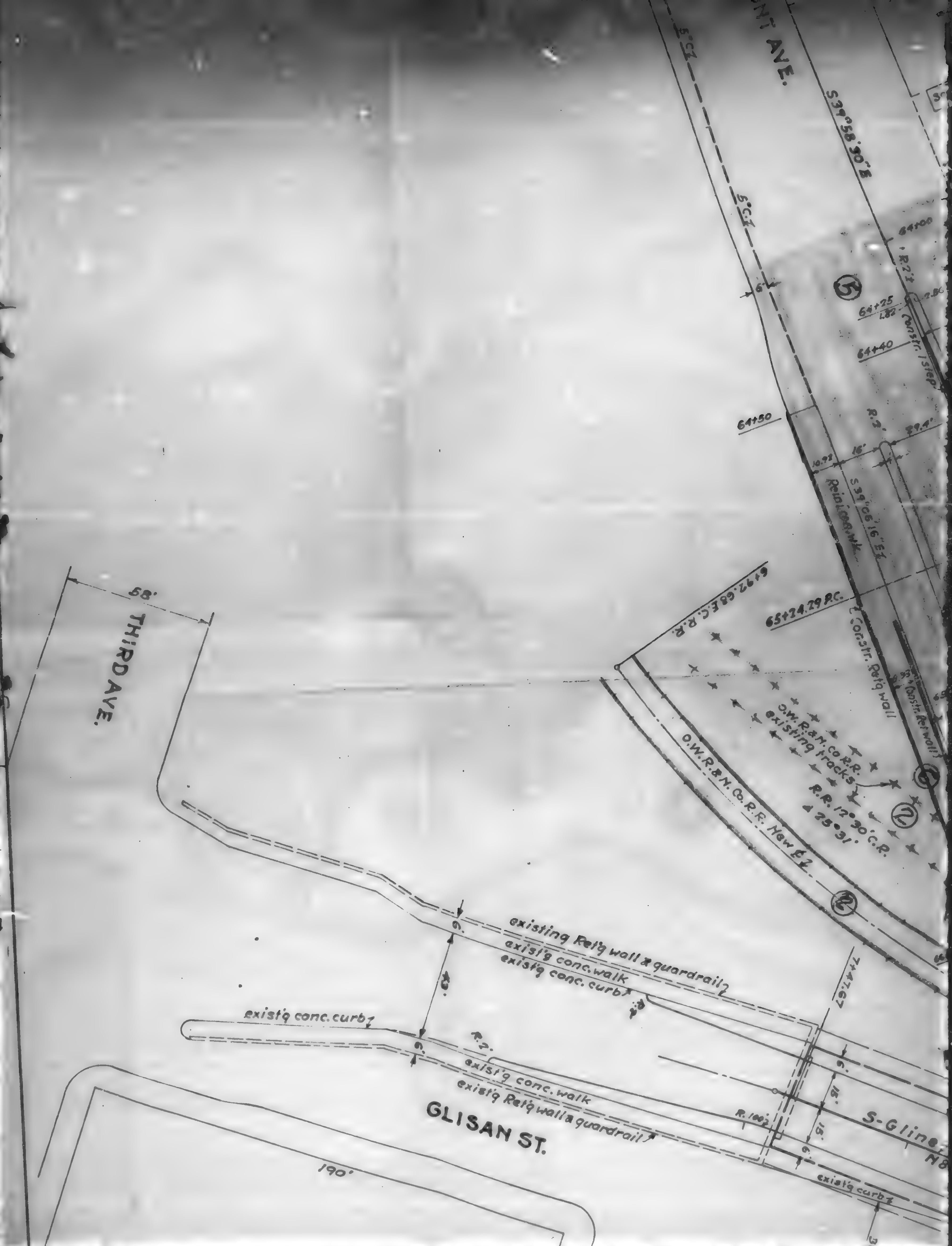
⑥
STRUCTURE "A"
H-F line
4°C.R.7
E-S line
2°C.R.7
STR. "B"
S-H line
HARBOR DR. S. B'd
HD line
HARBOR DR.
STR. "D"
F-H line
F-S line
FIRST AVE.
DAVIS ST.
R/W (St. line)
℄ R/W (St. line)
℄ R/W
200'
200'
10'
12'
3+00.13 P.C.
N 88°32' E
72+35.06 P.R.C.
72+45.4 HD
6+41.5 E-S
72+94.55 S-H
5+71.20 E-S
5+94.11 P.o.C.
5+94.11 P.T.
5+68.5 F-S
72+98.3 S-H
R.1910.0
4+97.8 E-S
5+21.8 H-F
4+69.79
4+56.12
3+70.65
Constr. Ret'g wall
Constr. Ret'g wall
Constr. Ret'g wall
Constr. Ret'g wall
Constr. Ret'g wall
Constr. Ret'g wall
Reinf. con. walk
4+84.20 P.C.
4+47.7 P.C.
4+33.0
R.1861.0
R.2.5
R.100.
R.2'
R.43.38
R.1588.0
74+29.2 HD
74+29.2 F-H
N 23°02' W
N 23°02' W
2+59.09 P.T.
Double curb
2+40±
75+80.7 F-H
75+65.5 S-H
76+93.1 HD
76+20.92 P.C.C.
76+31.08 P.C.C.
76+72.9 HD
S3°30'48" E
2°40' C.L.
3°30' C.R.
13'
15'
49.0
30'
3'
1'
5'
25'
16'
8'
.5
75

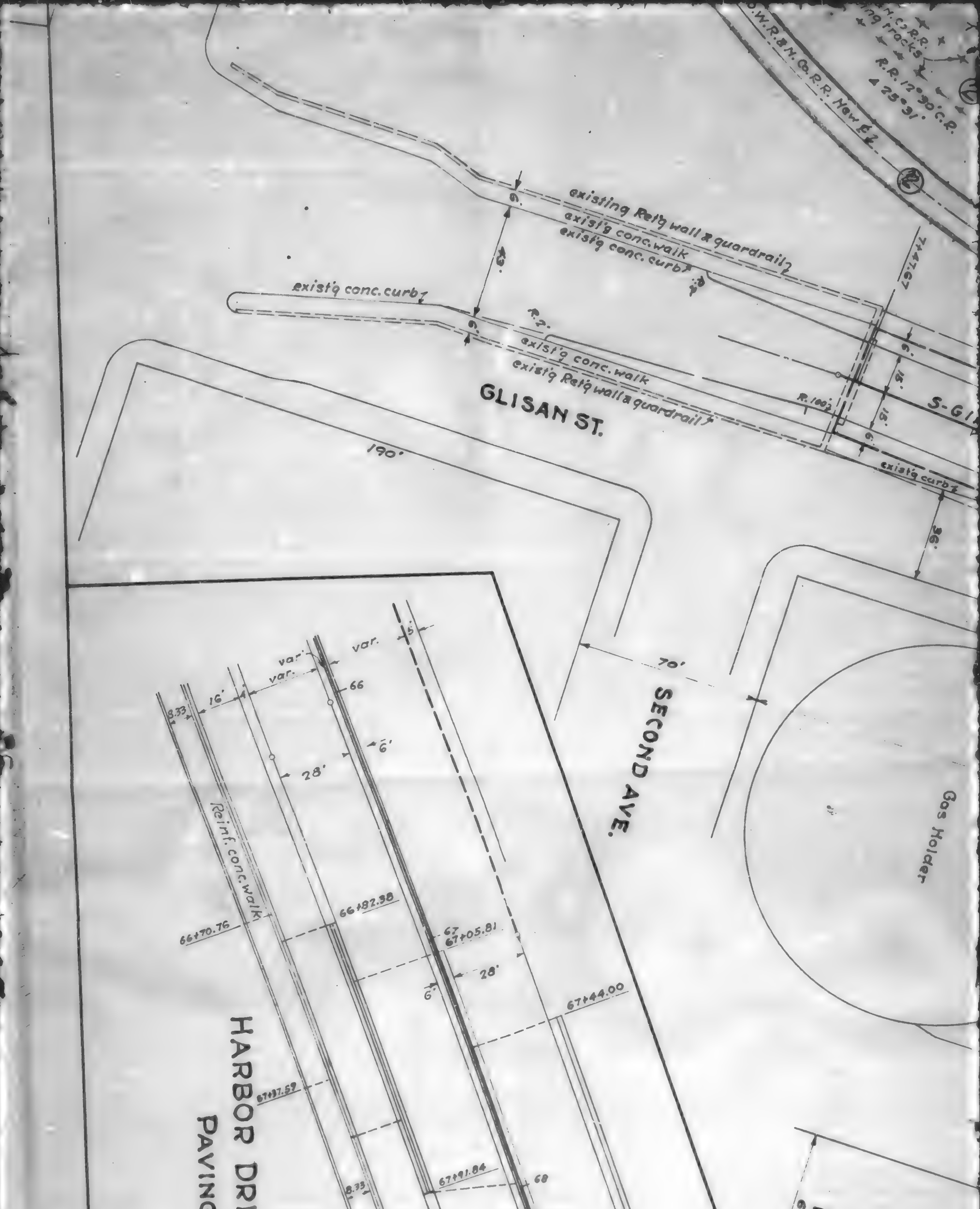

STEEL BRIDGE
existing structure
③
Gas Holder
190'
200'
R.40'
Brick Bldg.
68+16.77 P.C.
Brick Bldg.
R/W (St. line)
Conc. Bldg.
60'
FLANDERS ST.
P.R.C.Cb.
68+19.4±
8+69.35 P.T.
5.17
68
40°C.
P.C.Cb.
R.60'
⑤
69+80
69+69.54
69+59.6
Constr. 1st step
69+85.68 HD
70
70+12.95 R.C.C.
Constr. 1st step
70+75.65
E Constr. Retg wall
⑥
24°C.L.
30°C.
8'
⑧
15'
7+63.71 P.R.C.
15'
70+68.5 S-H
70+76.1 HD
28'
2.17
7+67.84 P.R.C.
3-2 to face of wall
taper width of pav.
Constr. Retg wall
⑤
⑥
13'
67
66
65
200'
E R/W (St. line)
9+00.13 P.C.
H-F line
4°C.R.7
STRUCTURE "A"
72+35.06 P.R.C.
29.0
30'
3'
72+94.55 S-H
5+71.70 E-S
5+94.11 P.C.
5+94.11 P.T.
4+92.8 E-S
5+21.8 H-F
4+69.79
4+56.12
9+70.65
E-S line
STR. "B"
S-H line
5+68.5 E-S
72+90.35 S-H
HARBOR DR.
R.1910.0
HD line

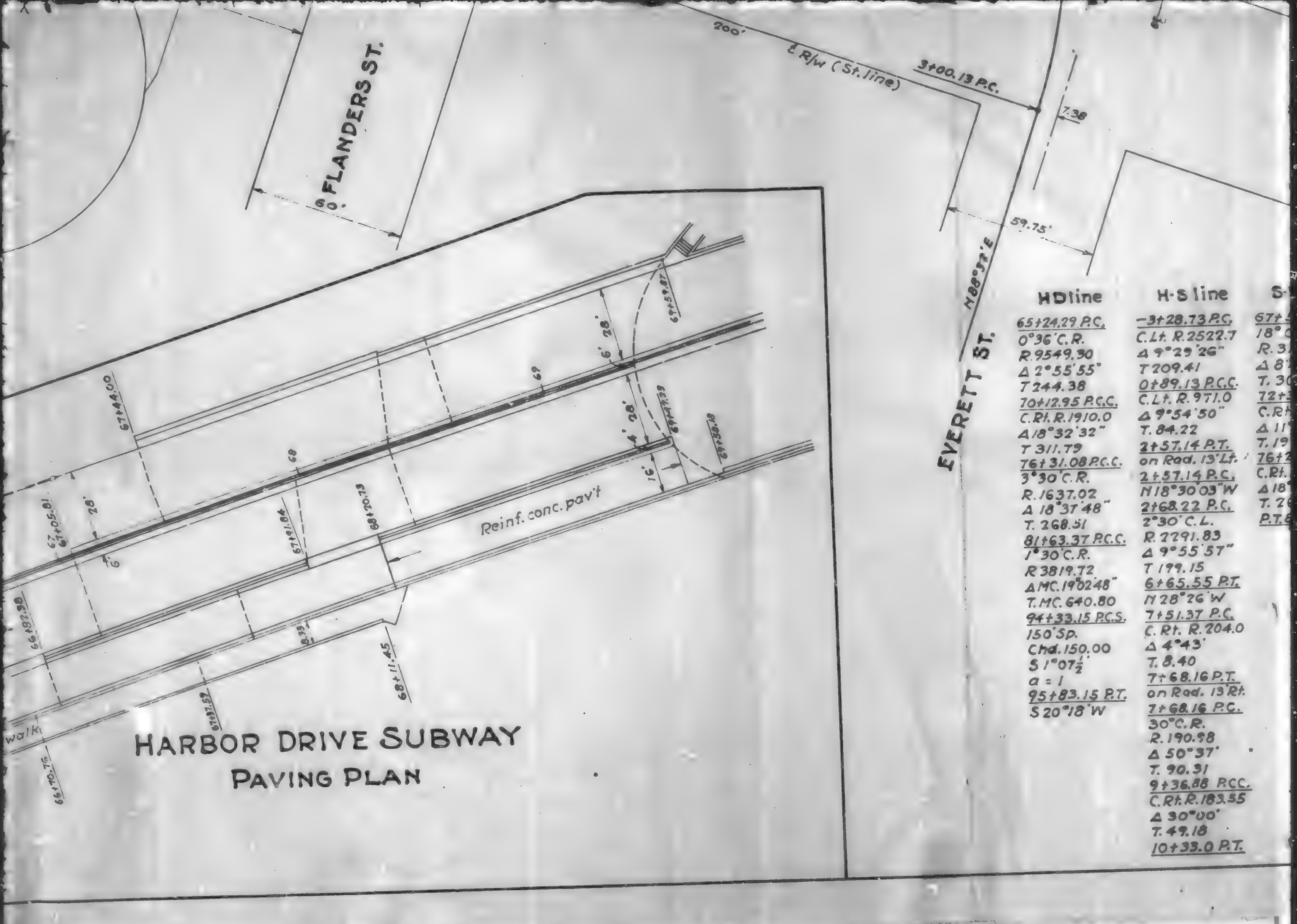

Reconstruct deck on Steel bridge
2+43.34 S-G to 7+47.67 S-G
HARBOR DRIVE SUBWAY
EQUATION
4+60.6 Rt. gutter
4+75.0 18' Rt.
2+90 E.C. R.R.
STEEL BRIDGE
existing structure
S-G line
N87°26'W
N88°41'15"E
existing curb
O.W.R.R. Co R.R. existing tracks
R.R. 17°30' C.R.
Δ 75°31'
Co. R.R. New
65+24.29 R.C.
Constr. Ret. wall
Constr. Ret. wall
Constr. Ret. wall
R.C. gutter
67+44.00
7+47.67
68+11.45
68+16.72 P.C.
8+69.35 P.T.
70+12.95 R.C.C.
Constr. 1 step
Reinf. con. wk.
Brick Bldg.
Brick Bldg.
R/W St. line
R.40'
R.60'
Gas Holder
190'
200'
P.R.C.C.b.
68+19.4
69+38.95
69+59.8
69+69.54
69+80
70+25.83
28'
16'
15'
13'
20'
6'
4'
1
2
2
3
3
4
5
5
6
6
6
9



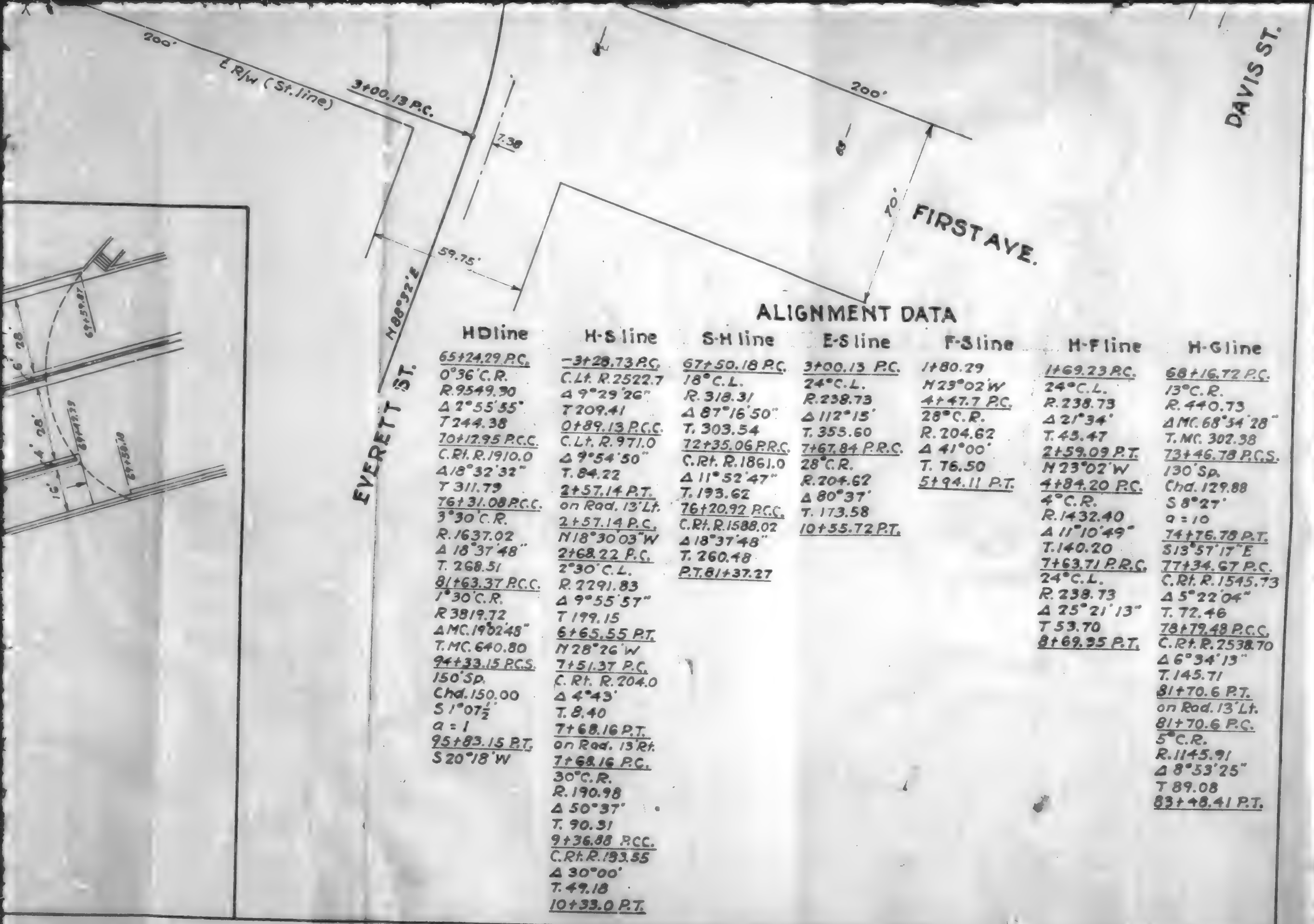
50'
44'
62+70.43
30'
St. line
U.P. Freight Wareh.
FRONT AVE.
5' C.I.
S 39°58'30" E
existing pk. rd.
Scales
existing A.C. pav.
R. 50'
64+00
R. 2'
⑤
64+25
1.87
2.86
Constr. 1 step
29.4
3'
64+40
64+50
R. 2'
29.4'
64+75
2.71
16'
S 39°06'16" E
Reinf. conc. wk.
S 39°30'19" E
65
Constr. Ret'g wall
Cb. R. 7030.4
65+24.29 P.C.
Constr. Ret'g wall
64+92.68 E.C. R.R.
S 39°06'16" E
65+75
16'
P.C. gutter
Constr. Ret. wall
O.W.R.&N. Co. R.R. existing tracks
R.R. 12°30' C.R.
Δ 23°31'
O.W.R.&N. Co. R.R. New
⑥
②
④
P.C. gutter 66+07.58
P.R.C. gut. 66+14.39
28'
4'
⑤
⑥
2.71
⑨
0.36 C.R.
R.C.C. Co. 67+09.94
66+87.38
66+42.76
67+08.81
31'
28'
67+44.00
3.17
①
guardrail
7+47.67
R. 100'
6'
18'
15'
6'
S-G line
③
N 87°26' W
67+37.59
B.C.R.R.
Reconstruct deck on Steel bri
2+43.34 S-G to 7+47.67 S-G
HARBOR DRIVE SUBWA
EQUATION
4+60.6 R.R.
4+75.0 15' R.
2+90 E.C. R.R.
67+71.28 R.
3+89.17 R.R.
Δ T. 41°07'55"
7+47.67
P.C.


NT AVE.
S 39°58'30"E
5' C.L.
5' C.L.
6'
64+00
R.2'±
⑤
64+25
1.82
Constr. 1 step
64+40
64+50
R.3'
39.4'
10.92
16'
Reinf. conc. wk.
S 39°06'16"E
6+92.68 E.C. R.R.
65+24.29 P.C.
℄ Constr. Ret'g wall
Constr. Ret wall
O.W.R.&N. Co. R.R. existing tracks
R.R. 12°30' C.R.
∆ 25°31'
O.W.R.&N. Co. R.R. New ℄
⑫
⑫
58'
THIRD AVE.
6'
43'
6'
existing Ret'g wall & guardrail
exist'g conc. walk
exist'g conc. curb
R.3'
7+47.67
exist'g conc. curb
R.2'
exist'g conc. walk
exist'g Ret'g wall & guardrail
GLISAN ST.
R.100'
6'
15'
15'
6'
S-G line
N 8
exist'g curb
190'

O.W.R.&N. Co. R.R. New E
N. Co. R.R.
ng tracks
R.R. 12°30' C.R.
Δ 25°31'
existing Ret'g wall & guardrail
exist'g conc. walk
exist'g conc. curb
exist'g conc. curb
R. 2'
exist'g conc. walk
exist'g Ret'g wall & guardrail
GLISAN ST.
190'
7+47.67
R. 100'
S-G
15'
15'
exist'g curb
36'
70'
SECOND AVE.
Gas Holder
FLANDERS ST.
60'
8.33
16'
var.
var.
var.
5'
66
28'
6'
Reinf. conc. walk
66+70.76
66+82.38
67
67+05.81
28'
6'
67+44.00
67+37.59
67+91.84
8.33
68
68+11.45
68+20.73
HARBOR DRIVE SUB
PAVING PLAN



HARBOR DRIVE SUBWAY
PAVING PLAN



ALIGNMENT DATA

HD line	H-S line	S-H line	E-S line	F-S line	H-F line	H-G line
65+24.29 P.C.	-3+28.73 P.C.	67+50.18 P.C.	3+00.13 P.C.	1+80.29	1+69.23 P.C.	68+16.72 P.C.
0°36' C.R.	C.Lt. R.2522.7	18° C.L.	24° C.L.	N 23°02' W	24° C.L.	13° C.R.
R.9549.30	Δ 9°29'26"	R. 318.31	R.238.73	4+47.7 P.C.	R.238.73	R. 440.73
Δ 2°55'55"	T 209.41	Δ 87°16'50"	Δ 112°15'	28° C.R.	Δ 21°34'	Δ MC. 68°34'28"
T 244.38	0+89.13 P.C.C.	T. 303.54	T. 355.60	R. 204.62	T. 45.47	T. MC. 302.38
70+12.95 P.C.C.	C.Lt. R. 971.0	72+35.06 P.R.C.	7+67.84 P.R.C.	Δ 41°00'	2+59.09 P.T.	73+46.78 P.C.S.
C.Rt. R.1910.0	Δ 9°54'50"	C.Rt. R.1861.0	28° C.R.	T. 76.50	N 23°02' W	130' Sp.
Δ 18°32'32"	T. 84.22	Δ 11°52'47"	R. 204.62	5+94.11 P.T.	4+84.20 P.C.	Chd. 129.88
T 311.79	2+57.14 P.T.	T. 193.62	Δ 80°37'		4° C.R.	S 8°27'
76+31.08 P.C.C.	on Rad. 13' Lt.	76+20.92 P.C.C.	T. 173.58		R.1432.40	a = 10
3°30' C.R.	2+57.14 P.C.	C.Rt. R.1588.02	10+55.72 P.T.		Δ 11°10'49"	74+76.78 P.T.
R. 1637.02	N 18°30'03" W	Δ 18°37'48"			T. 140.20	S 13°57'17" E
Δ 18°37'48"	2+68.22 P.C.	T. 260.48			7+63.71 P.R.C.	77+34.67 P.C.
T. 268.51	2°30' C.L.	P.T. 81+37.27			24° C.L.	C.Rt. R.1545.73
81+63.37 P.C.C.	R. 2291.83				R. 238.73	Δ 5°22'04"
1°30' C.R.	Δ 9°55'57"				Δ 25°21'13"	T. 72.46
R 3819.72	T 199.15				T 53.70	78+79.48 P.C.C.
Δ MC. 19°02'48"	6+65.55 P.T.				8+69.35 P.T.	C.Rt. R.2538.70
T. MC. 640.80	N 28°26' W					Δ 6°34'13"
94+33.15 P.C.S.	7+51.37 P.C.					T. 145.71
150' Sp.	C. Rt. R. 204.0					81+70.6 P.T.
Chd. 150.00	Δ 4°43'					on Rad. 13' Lt.
S 1°07½'	T. 8.40					81+70.6 P.C.
a = 1	7+68.16 P.T.					5° C.R.
95+83.15 P.T.	on Rad. 13' Rt.					R. 1145.91
S 20°18' W	7+68.16 P.C.					Δ 8°53'25"
	30° C.R.					T 89.08
	R. 190.98					83+48.41 P.T.
	Δ 50°37'					
	T. 90.31					
	9+36.88 P.C.C.					
	C.Rt. R. 193.55					
	Δ 30°00'					
	T. 49.18					
	10+33.0 P.T.					

RECEIVED
JAN 28 194
FOR FILING

UI 306 (6)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 26, 1948

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. A. G. Skelton, Division Engineer
State Highway Department
P. O. Box 4644, Sellwood Station
Portland 2, Oregon

Dear Sir:

Reference is made to the sketches sent in by Mr. Barbee for the possible traffic detours at the west end of the Steel Bridge in Portland. We will have to abandon any idea of a traffic detour between the Front Avenue development and the river. Not only will we get into too much trouble with the Southern Pacific Company north of the bridge, but we also unreasonably increase the costs of taking care of Western Union facilities and of the railroad's signal and telegraph lines. This detour would require the removal of their telegram stations underneath the Glisan Street ramp.

The plan of carrying detour traffic along Second Street and then across the site of the Glisan Street ramp seems to have possibilities. I have talked to Mr. Reddick of the Portland Gas and Coke Company who tells me they have no facilities in the triangular area at the southeast corner of the intersection of Second Street and Glisan Street. It may be possible to remove this fence and ease up the curvature very considerly where we turn from Second Street into Glisan Street. We might have to put flagmen on this crossing due to limited site distance, but I believe this would be a warranted expense in view of the large amount of traffic which would use the detour.

I would suggest that you have an estimate made of the cost of surfacing a detour across on this line out of Second Street.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
cc W. C. Williams
D. J. Barbee

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1/20/48

THE DESIGN OF THE WEST RAMPS TO THE STEEL BRIDGE

By R. H. Baldock
State Highway Engineer

The Harbor Drive-Front Avenue facility, when completed, will be an effective means of expediting the movement of motor vehicular traffic between the rural and suburban districts and the west side metropolitan area of Portland. It will offer a fast express highway into and through the heart of Portland's west side metropolitan district.

The southern part, west of the Willamette River, is now either completed or under construction, with the exception of the approach ramps on the west end of the Steel Bridge for which bids will be received this spring.

The design of the approach ramps on the west end of the Steel Bridge is disclosed on the attached artist's sketch. It will be noted that by an ingenious use of four levels all cross traffic has been eliminated. In making a connection to the west end of the Steel Bridge, the present Glisan Street ramp is used as a one-way street for traffic going west and destined for the area lying to the north of Burnside Street. Westbound traffic destined for the area south of Burnside Street takes a ramp leading off the present Glisan Street approach and connecting with the southbound lane of Harbor Drive. Eastbound traffic from Harbor Drive uses an ascending ramp joining the Glisan Street approach at the west end of the steel trusses of the Steel Bridge. A ramp connecting both Front Avenue and Everett Street joins this eastbound ramp approximately half way between Everett Street and the intersection with the Glisan Street

For letter to [illegible]

ramp. Both northbound and southbound traffic on Front Avenue (destined to or proceeding from the industrial area north of Glisan Street) is to be carried underneath the railroad tracks by a subway. The west roadway from the subway on the south end remains at a low level to underpass the ramps connecting with the upper deck of the Steel Bridge. Connections are made between Harbor Drive, Front Avenue and Davis Street with the subway. An outside or belt-line roadway is also provided to permit northbound travel on Harbor Drive to proceed westerly on Glisan Street. These various ramps are so arranged that no left-hand turns are necessary, and no interruption of the continuous flow of traffic is anticipated.

Steel Bridge itself will carry a large volume of traffic. Present traffic capacity is limited by cross traffic at the approaches. The construction of adequate traffic interchanges at both bridge heads will materially increase traffic volume.

January 20, 1948

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JAN 19 19
FOR FILING
FORM E BOX 11-47

UPE-3

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1948

SUBJECT:

To: Mr. A. G. Skelton, Division Engineer
State Highway Department
P. O. Box 4044, Sellwood Station
Portland 2, Oregon

Dear Sir:

Attached hereto are prints from two sheets of profiles of the undercrossing of the railroads at the west end of the Steel Bridge at Portland. The railroads have agreed to contribute the required 10 per cent of the cost of the grade crossing elimination. The entire project, however, includes the ramps and the grading for these ramps which connect Harbor Drive and Front Street to the upper deck of the Steel Bridge. The costs of the connections to the upper deck of the steel bridge will not be participated in by the railroad company.

One item of the costs of the grade elimination project is the additional grading necessary to get under the tracks. It is entirely feasible to build the connections to the upper deck of the Steel Bridge without eliminating the railroad crossing, and I have shown on the attached profiles the grading lines that we could use in doing this, and I have colored in red the sections of excavation on the various lines which would seem to be due entirely to the elimination of the railroad grade crossing. In addition to this grading, the cost of pavement, drainage and other incidental road costs, from the point where the grade lines which I have laid intersect the present Front Avenue pavement to the north end of the project, are necessitated by the grade elimination, and the cost should be participated in by the railroad companies. There is some question as to the existing ground line. This is only shown on one profile. I presume you have data for the other profiles in your office.

I would like to have, as soon as convenient, an estimate of the road costs for these sections of the project which are made necessary by the elimination of the grade crossing. This estimate should be in unit quantities and unit prices so that the complete data may be used in our negotiations with the railroad companies. The estimate does not have to be too exact, as the actual quantities on which the railroad will participate must be determined from our final measurements. It should, however, be within 5 to 10 per cent so that they may have a fair idea of what they are agreeing to.

Very truly yours,

G. S. Paxson
Bridge Engineer

Attached
GSP OM
cc W. C. Williams

RECEIVED
JAN 8
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 29, 1947

SUBJECT:

To:
~~Mr. J. M. Devers~~
~~Chief Counsel~~
~~Office~~

L

Dear Sir:

Herewith a print from our Drawing 2-F-8 which shows the general layout of the undercrossing of the railroad tracks at the west end of the Steel Bridge.

At the northeast corner of the undercrossing section we have the option of building a concrete retaining wall along the back edge of the sidewalk varying in height from approximately 24 feet to 0 feet, or of acquiring sufficient right of way to slope the excavation at 1½ to 1. The position of the top of the cut slope is shown on this map. The concrete wall will cost approximately $20,000 more than the cut slope without the wall. The property belongs to the Southern Pacific Company and is leased by them to several different concerns.

It will be appreciated if you will have this matter looked into and see how the additional cost of the right of way will compare with the cost of the concrete retaining wall.

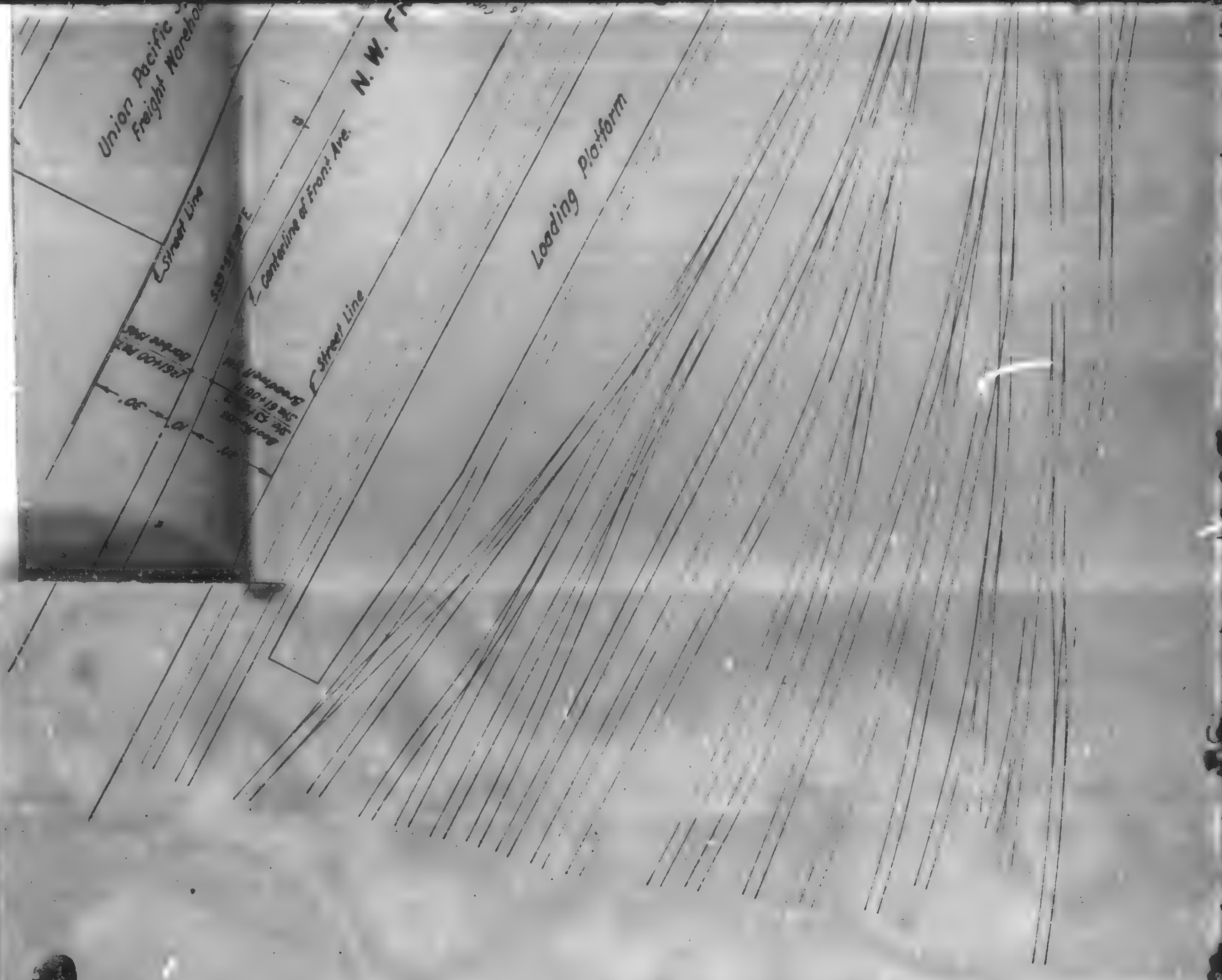
In any event there will be no access, either vehicular or pedestrian, to the sidewalk until we reach the north end of the wall or cut section.

Very truly yours,

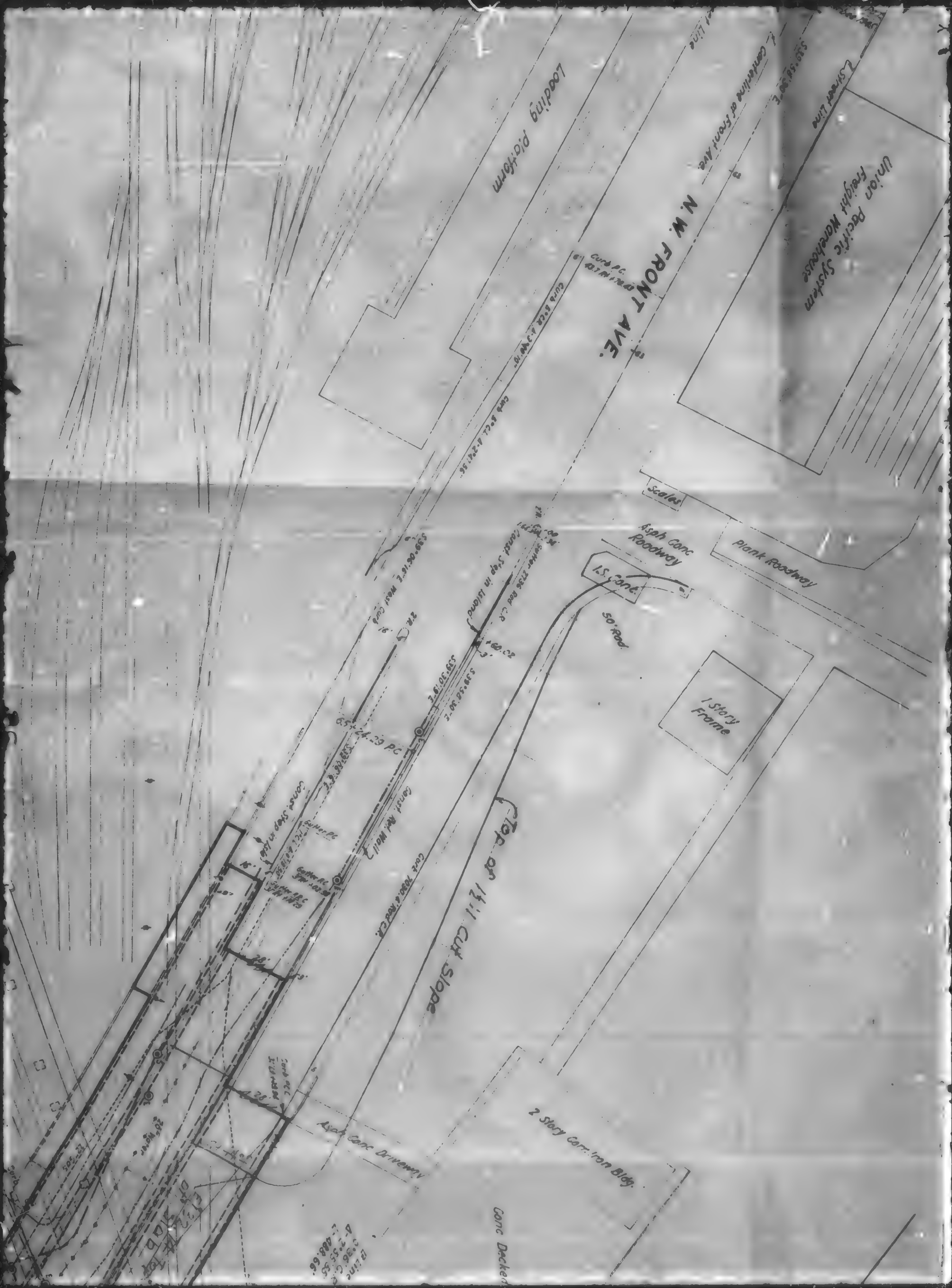
G. S. Paxson
Bridge Engineer

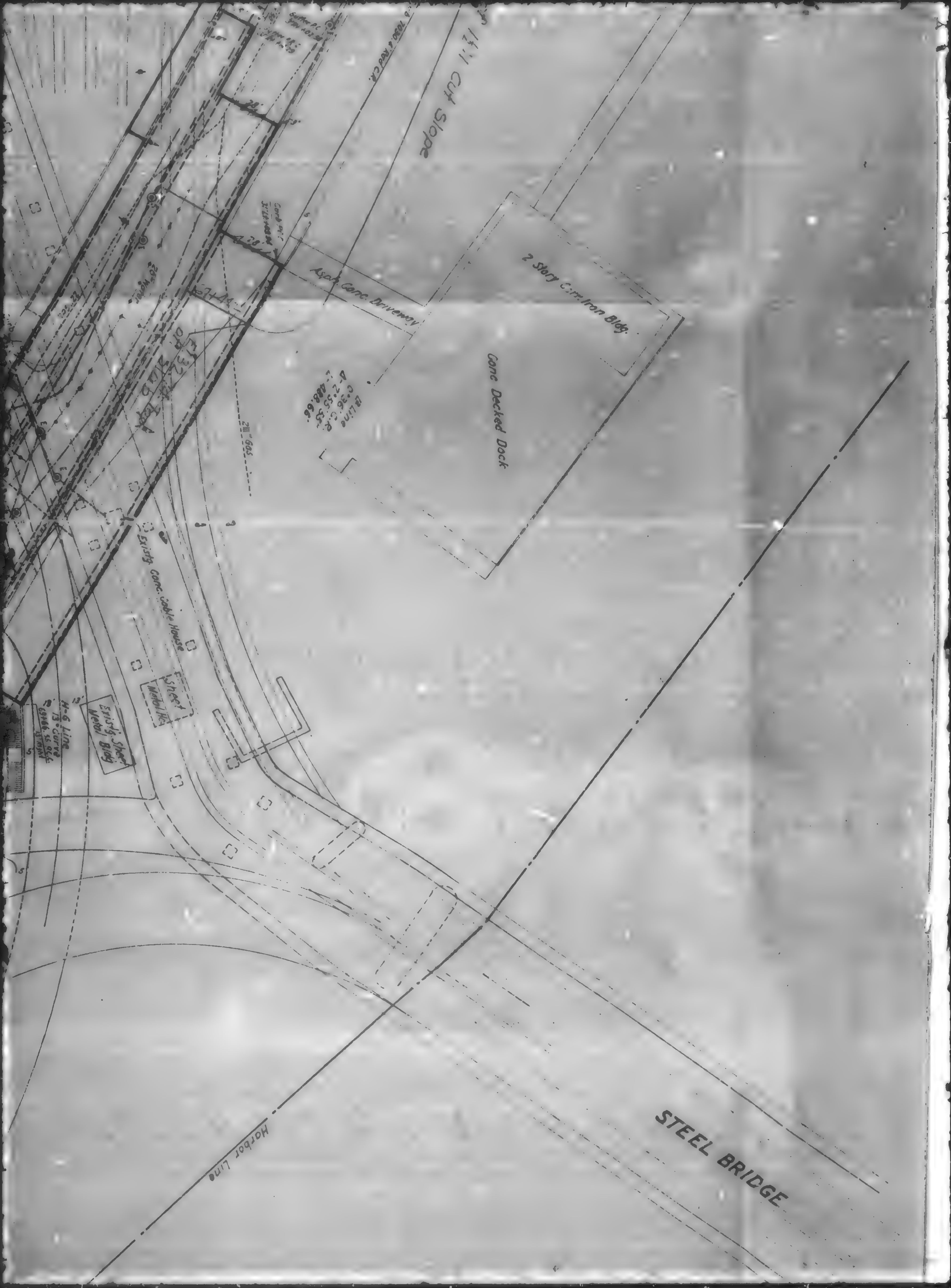
GSP GM
Attached

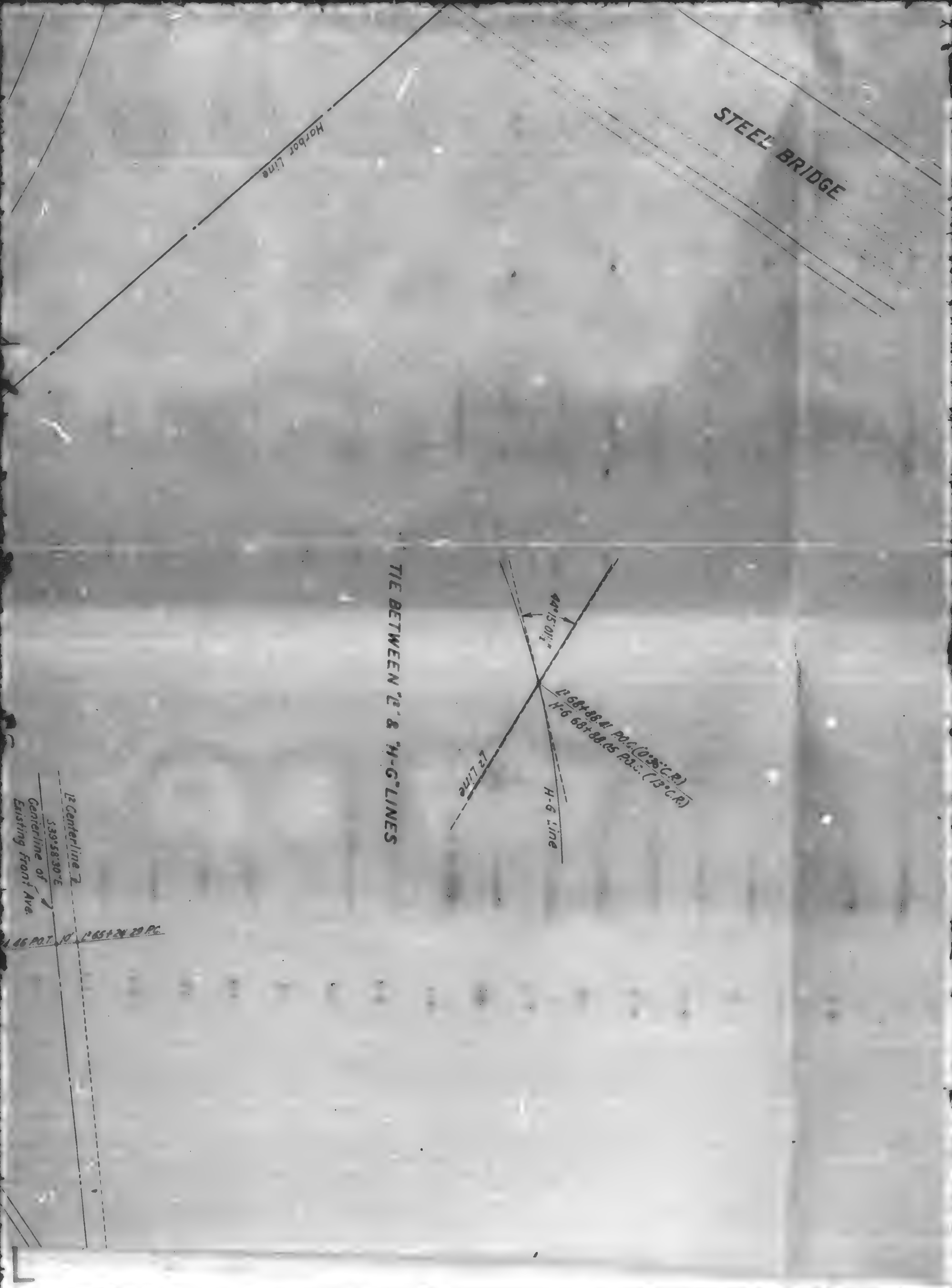
cc W. C. Williams

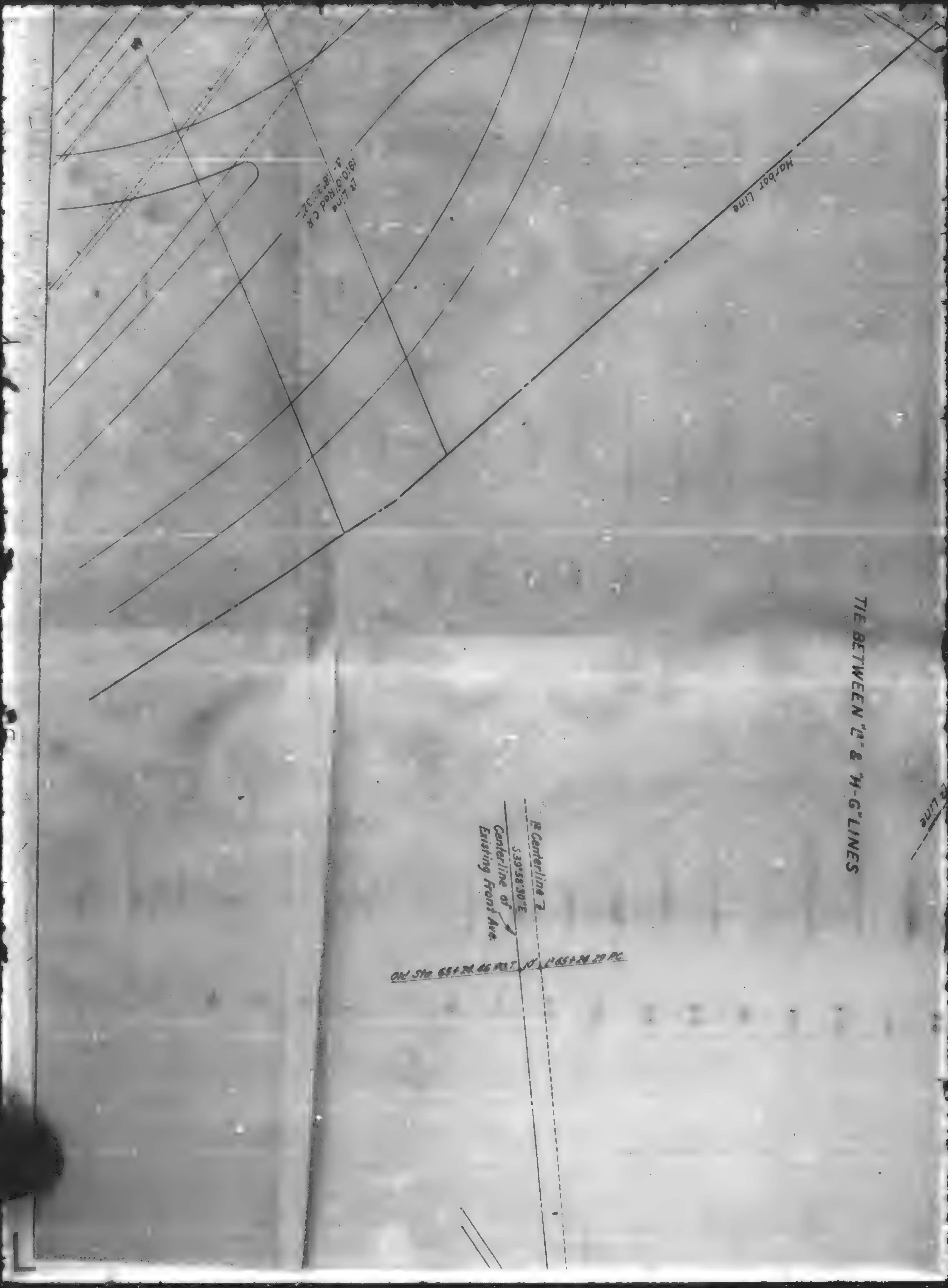


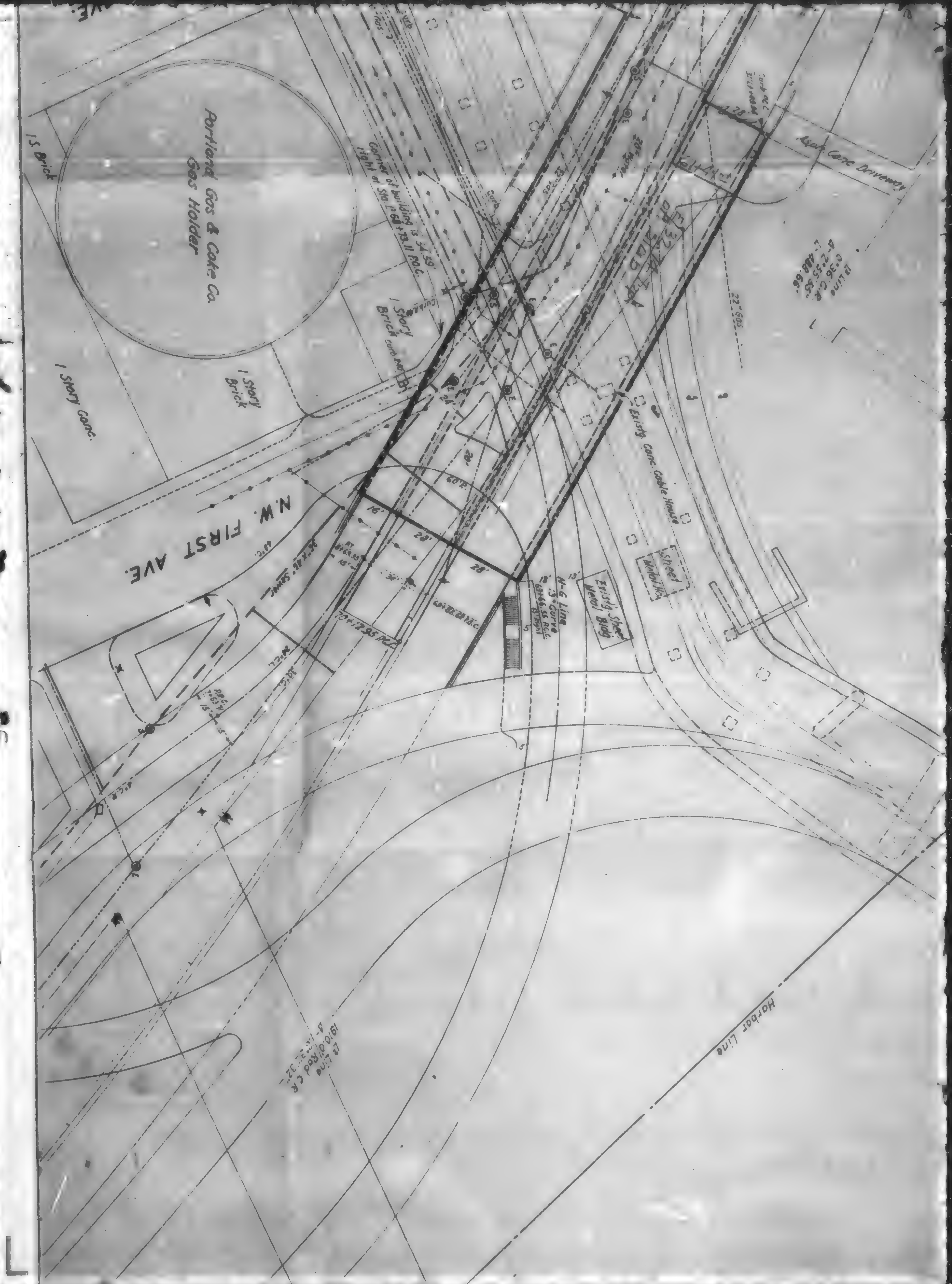
Nov. 26, 1945 D.J. Barbee - Res. Engr.

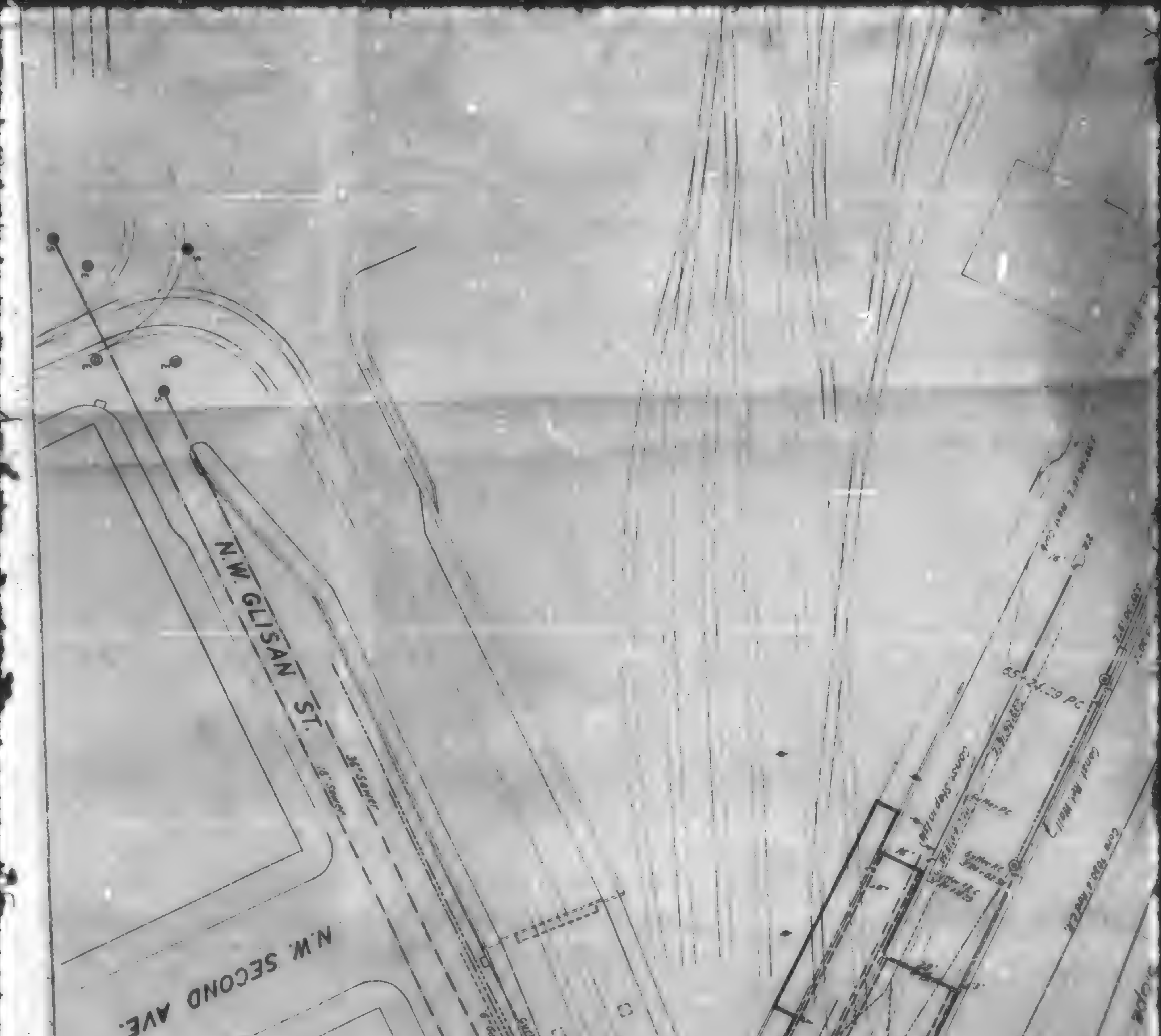

Loading Platform
N.W. FRONT AVE.
Centerline of Front Ave.
Street Line
Union Pacific System Freight Warehouse
Curb P.C.
Scales
Asph Conc Roadway
Plank Roadway
I.S. Conc
50' Rad
1 Story Frame
Const. Step in Island
West Curb
Gutter P.C.
Const. Ret. Wall
Top of 1½:1 Cut Slope
Curb P.C.
Asph Conc Driveway
2 Story Corr. Iron Bldg.
Conc Decker
B Line

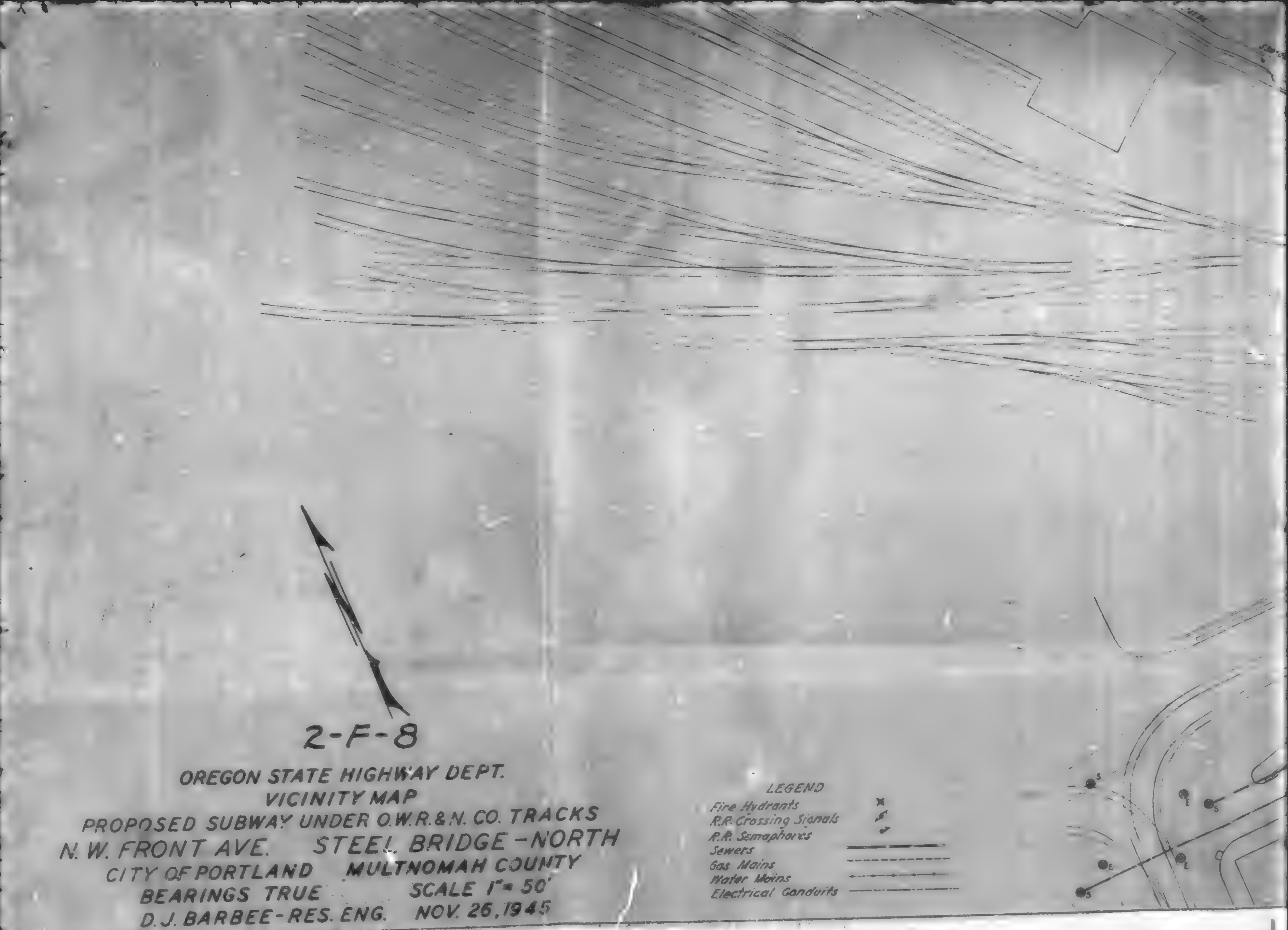

1½:1 Cut Slope
2 Story Corr. Iron Bldg.
Asph Conc. Driveway
Conc Decked Dock
Exist'g Conc. Cable House
Sheet Metal Hq
Exist'g Sheet Metal Bldg
H-G Line
13° Curve
13'
18'
5
STEEL BRIDGE
Harbor Line


Harbor Line
STEEL BRIDGE
TIE BETWEEN 'L' & 'H-G' LINES
44°15'01.1"
L 68+88.41 P.O.C. (0°30' C.R.)
H-G 68+88.05 P.T. (13° C.R.)
L Line
H-G Line
L Centerline 'L'
S.39°58'30"E
Centerline of Existing Front Ave.
1.46 P.O.T.
10'
L 65+24.29 P.C.
L


℄ Line
19°0' Rad C.R.
Δ-18°3'32"
Harbor Line
TIE BETWEEN "L" & "H-G" LINES
Line
℄ Centerline 7
S.39°58'30"E
Centerline of
Existing Front Ave.
Old Sta. 65+24.46 P.O.T.
10'
L" 65+24.29 P.C.


Portland Gas & Coke Co.
Gas Holder
1 S. Brick
1 Story Conc.
1 Story Brick
1 Story Brick
Corner of building is 54.59' right of Sta. L'68+73.11 P.O.C.
N.W. FIRST AVE.
Asph. Conc. Driveway
Existg. Conc. Cable House
Sheet Metal Hs.
Existg. Sheet Metal Bldg.
H-6 Line
3° Curve
69+66.55 P.C.C.
24'
30'
60'R.
16'
28'
28'
15'
36'
13'
18'
22" Sos.
Harbor Line
1910 Old Rd. C.R.
L Line
0.36 C.R.
Curb


N.W. GLISAN ST.
36" Sewer
18" Sewer
N.W. SECOND AVE.
Portland Gas & Coke Co.
Gas Holder
1 S. Brick
1 Story Conc.
1 Story
Brick
1 Story
Brick
Corner of building is 54.59
right of Sta. 1' 68+78.11 P.O.G.
Curb
65+24.29 PC
L



2-F-8

OREGON STATE HIGHWAY DEPT.
VICINITY MAP
PROPOSED SUBWAY UNDER O.W.R.&N. CO. TRACKS
N. W. FRONT AVE. STEEL BRIDGE - NORTH
CITY OF PORTLAND MULTNOMAH COUNTY
BEARINGS TRUE SCALE 1" = 50'
D. J. BARBEE - RES. ENG. NOV. 26, 1945

LEGEND

Fire Hydrants
R.R. Crossing Signals
R.R. Semaphores
Sewers
Gas Mains
Water Mains
Electrical Conduits

2-F-8

OREGON STATE HIGHWAY DEPT.
VICINITY MAP
PROPOSED SUBWAY UNDER O.W.R.&N. CO. TRACKS
N.W. FRONT AVE. STEEL BRIDGE - NORTH
CITY OF PORTLAND MULTNOMAH COUNTY
BEARINGS TRUE SCALE 1" = 50'
D.J. BARBEE - RES. ENG. NOV. 26, 1945

LEGEND
Fire Hydrants ×
R.R. Crossing Signals
R.R. Semaphores
Sewers
Gas Mains
Water Mains
Electrical Conduits

F-137(3) Trask River Br., Oregon Coast 1948
Hwy.
#3095

RECEIVED
AUG 31 1950
FOR FILING

7-137(3)
3095

August 30, 1950

Lindstrom Bros., Inc.
7335 N. E. Broadway St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 21, 1950, had under discussion your request for an extension of time of 59 days, from April 30 to June 28, 1950, within which to complete your contract No. 3095 for construction of the Trask River Bridge on the Oregon Coast Highway in Tillamook County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Mason,
Division Engineer

George Danforth,
Resident Engineer

W. A. Reeves

NOTED ON

RECEIVED
SEP 2 6 1950
FOR FILING

Files

7-137(3)

3095

OREGON STATE HIGHWAY COMMISSION

August 11, 1950
(Date)

3095 (Contract No.) 12-final (Est. No.)

Lindstrom Bros. Inc. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
12454	379392	3,020.28	8/9/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

Release rec'd
SEP 25 1950
Wt. mailed
out 9/25

NOTED ON CAR

9-25-50

OREGON STATE HIGHWAY COMMISSION

August 11, 1950
(Date)

1095 (Contract No.)
12-final (Est. No.)
Lindstrom Bros. Inc. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
12454	379392	3,020.28	8/9/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Dec. 31, 1949 ACCOUNTING DIVISION

Completed: June 28, 1950

Contract Accepted: Aug. 21, 1950

Time Extensions: Extended to June 28, 1950 without penalty

Penalties: None of record

Claims: None of record

Remarks:

Date: Sep. 22, 1950

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

9-22-50, g

RECEIVED
JUL 31 1950
FOR FILING

7-157(3)
3095

July 31, 1950

Request for Extension of Time
No. 4
August 21 and 22 Meeting

State Highway Commission

Gentlemen:

Re: Trask River Bridge in Tillamook County
Contract No. 3095
Lindstrom Bros., Inc., Contractors

Herewith copy of an application for a second extension of time, from April 30, 1950 to June 30, 1950, for the completion of the work on the Trask River Bridge.

All work other than the removal of the cofferdam around the stream pier was completed within the first time extension. This cofferdam was causing no inconvenience and we had permitted the contractor to defer its removal until the water had receded and the work could be done economically. We are recommending that the extension be granted without penalty to the contractor. A copy of the concurrence of the Bureau of Public Roads in this recommendation is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm
cc G. S. Paxson

RECEIVED
JUL 24 1950
FOR FILING

7-137(3)

July 24, 1950

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3095, covering construction of Trask River Bridge on the Oregon Coast Highway in Tillamook County, has been completed by the contractor, Lindstrom Bros.,Inc., and that final payment in the amount of $3,020.28 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $98,581.12, and that no force account work was performed on the project. This contract was completed on June 28, 1950 but has not as yet been accepted by the Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contracter. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

7-24-50, gf

RECEIVED
APR 13 1950
FOR FILING

7-132 (3)

3095

April 12, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Lindstrom Bros., Inc., on contract No. 3095, covering Trask River Bridge on the Oregon Coast Highway in Tillamook County. This payment, in the amount of $4,718.89, will be made on or after April 22, 1950. The retained percentage is $2,955.49.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

4-12-50

RECEIVED
MAR
FOR FILING

7-127 (3)

3095

March 28, 1950

Lindstrom Bros., Inc.
7335 N. E. Broadway St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 21, 1950, had under discussion your request for an extension of time of 120 days, from December 31, 1949 to April 30, 1950, within which to complete your contract No. 3095 covering construction of bridge over the Trask River on the Oregon Coast Highway in Tillamook County.

I am pleased to inform you that the Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason,
Division Engineer

W. A. Reeves

NOTED ON CARD

3-28-50 jc

RECEIVED
FEB 2[illegible] 1950
FOR FILING

7-132(3)

3095

February 17, 1950

Request for Extension of
Time No. 1
March 20 and 21 Meeting.

State Highway Commission

Gentlemen:

Re: Trask River Bridge
Lindstrom Bros., Inc., Contractor
Contract No. 3095

Herewith copy of a request for an extension of time to complete the Trask River Bridge on the Oregon Coast Highway in Tillamook County, from December 31, 1949 to and including April 30, 1950.

The bridge structure is complete with the exception of the painting of the handrail. The contractor has been ordered to postpone the painting of the rail until we have suitable weather for such work in the spring. In view of these facts it is recommended that the extension be granted without penalty to the contractor. Attached is a copy of the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GST:gm

RECEIVED
NOV 14 1949
FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

F-137(3)

November 10, 1949

Lindstrom Bros.
7335 N. E. Broadway
Portland 16, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

Re: Trask River Bridge

The falsework under the main span of the Trask River Bridge has now served its purpose and can be removed without damage to the bridge structure. We are now approaching the period when high water in the Trask River can be anticipated, and this falsework might collect drift and divert the channel of the river, causing considerable damage to adjacent property. Any damage caused by this reason is, under our contract, your responsibility, but we do not, of course, want such damage to happen regardless of whose responsibility it is. You are therefore directed to remove this falsework immediately and open this main channel up for the passage of floodwater.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc W. C. Williams
F. D. Eason

RECEIVED
FEB 7 1949
FOR FILING

F-137(3)

File

February 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of January 11th in reply to ours of January 4th relative to elevations of footings of Bents 6 and also 4 and 5 of the Trask River Bridge, Oregon F-137(3).

We note you will lower the footing of Bent 6 as requested and decide as to the necessity for piling for bents 4 and 5 when the excavations are opened up. This is satisfactory to this office, however, it is requested that we be advised when these excavations are opened up in order that our Bridge Engineer may make a joint inspection with your representative.

It is understood that any changes made will be covered by revised plan sheets later.

Very truly yours,

T. M. DAVIS
District Engineer.

Original referred
to Mr. Paxson by H.C.H.
2-7-49.

4137 (3)

3015

January 17, 1949

Lindstrom Bros.,Inc.
7335 N. E. Broadway St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3089, covering the "D" River Section on the Oregon Coast Highway in Lincoln County, awarded December 20, 1948.

Contract No. 3095, covering the Trask River Bridge on the Oregon Coast Highway in Tillamook County, awarded December 21, 1948.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
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RECEIVED
JAN 12
FOR FILING

F-137(3)

3-25/5-

967W

January 11, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Trask River Bridge
F. A. No. F-137 (3)

Reference is made to your letter of January 4 transmitting comments from your Washington office.

The footing of Bent 6 sits back among a growth of willows which have been in place for many years, and we see no probability of any scour occurring which would endanger this footing at the elevation we have shown; however, we will defer to your wishes in the matter and will lower this footing to the elevation of the lowest point in the stream bed.

An inspection of the material in the foundation for Bents 4 and 5 will be made when these excavations are opened up, and a decision as to whether piling are necessary can be made at that time.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson
F. D. Eason
George Danforth

ASSIG NT No. 967
JCW

DESCRIPTION: Letter by T. M. Davis (1-4-49) making comments concerning Trask River Bridge, Project No. F-137 (3)

DATE: 1-6-49 ASSIGNED TO: PAXSON

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date________________

☐ ____

REPORT RECEIVED:

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division Eight

C
O
P
Y

Oregon District

P.O. Box 3900
Portland 8, Oregon

January 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following comments concerning the Trask River Bridge, Oregon Project No. F-137(3), were recently received from our Washington headquarters.

"We note the comment in the December 3rd bridge review memorandum attempting to justify the abnormally high footing elevation for bent 6. However, we believe it advisable to request the State to lower the footings of this bent to at least the elevation of the lowest point in the stream bed.

Also, if during construction, the foundation materials at bents 4 and 5 are not found to be consolidated to such degree as to have reasonable scour resistance, it may then be advisable to drive piles for these foundations."

The bottom of the footing for bent 6 is approximately 5 feet above the bed of the stream and about 20 feet from the water's edge at low stage. In view of the proximity of this bent to the main channel, the easily erodible nature of the material, and the probable small excess cost of lowering the footing, we believe that founding bent 6 at elevation - 1 is justified. Accordingly, we suggest that a change order be negotiated with the contractor making this change.

Concerning the desirability of driving piles for the footings of bents 4 and 5, these footings are now approximately 9 feet below the stream bed which appears adequate. However, the final determination as to the necessity of piling for these bents should be made when the footing excavations are made, as suggested by our Washington Office.

Your early consideration and reply to the questions raised by our higher headquarters would be appreciated.

Very truly yours,

T. M. Davis (Signed)
District Engineer

RECEIVED
JAN 7 - 1949
FOR FILING

F-137(3)

3095

January 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your inquiry by telephone concerning the Tillamook-Pleasant Valley Section, Project No. F-137 (3).

The reduction in length from 5.99 miles to 5.84 miles was occasioned by the program length of 5.99 miles erroneously including the southbound leg of the divided 4-lane highway at the city limits of Tillamook. Also, the program description not indicating this short section of 4-lane pavement was due to inadvertent omission.

The overrun in cost was due partially to the programmed cost of $730,000 being based on field survey data prior to preparation of the roadway plans and design of the structures and partially on account of increase in construction costs subsequent to original programming.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

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JAN 7 - 194
FOR FILING

F-137(3)

January 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following comments concerning the Trask River Bridge, Oregon Project No. F-137(3), were recently received from our Washington headquarters.

"We note the comment in the December 3rd bridge review memorandum attempting to justify the abnormally high footing elevation for bent 6. However, we believe it advisable to request the State to lower the footings of this bent to at least the elevation of the lowest point in the stream bed.

Also, if during construction, the foundation materials at bents 4 and 5 are not found to be consolidated to such degree as to have reasonable scour resistance, it may then be advisable to drive piles for these foundations."

The bottom of the footing for bent 6 is approximately 5 feet above the bed of the stream and about 20 feet from the water's edge at low stage. In view of the proximity of this bent to the main channel, the easily erodible nature of the material, and the probable small excess cost of lowering the footing, we believe that founding bent 6 at elevation - 1 is justified. Accordingly, we suggest that a change order be negotiated with the contractor making this change.

Concerning the desirability of driving piles for the footings of bents 4 and 5, these footings are now approximately 9 feet below the stream bed which appears adequate. However, the final determination as to the necessity of piling for these bents should be made when the footing excavations are made, as suggested by our Washington Office.

Your early consideration and reply to the questions raised by our higher headquarters would be appreciated.

Very truly yours,

F. M. DAVIS
District Engineer

RECEIVED
DEC 23 1948
FOR FILING

F-137[illegible]

December 22, 1948

Lindstrom Bros.
7335 N.E. Broadway
Portland 16, Oregon

Gentlemen:

The State Highway Commission on December 21, 1948 awarded you the contract for construction of concrete viaduct on the Trask River Bridge on the Oregon Coast Highway in Tillamook County. This award was based on your low bid of $102,325.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rb

cc - Mr. S.H. Probert

Mr. G.S. Paxson

32-8301 Minam-Wallowa Lake Rock 1948
production project on two
#3096 state highways.

R.H. Boldock
3[illegible]
30-16

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FOR FILING

NOTED

July 26th, 1950

FINAL COST ANALYSIS

Minam-Wallowa Lake Section
Contract #3096

Wallowa Lake and Joseph-Wallowa Lake Highways
Vernie Jarl, Contractor
Prefix 32-8301-201(44)
J. C. Hiatt, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Material in Stockpile	5,639.78	Cu. Yd.	$2.91	$3.00	$16,411.76	$16,919.34
½"-¼" Cr. Material in Stockpile	4,898.90	" "	2.91	3.00	14,255.79	14,696.70
¼"-0" Cr. Material in Stockpile	2,600.00	" "	2.91	2.95	7,566.00	7,670.00
PA #1, Prepare Stockpile Sites	9	Each	31.37	30.00	282.35	270.00
SP Screen Rejects	578.84	Cu. Yd.	0.25	0.25	144.71	144.71
SP Hauling Rejects	964.70	Yd. Mi.	0.12	0.12	115.76	115.76
SP Haul Adj., Favor of Contractor	1,156.20	Yd. Mi.	0.12	0.12	138.74	138.74
Screen Rejects, Sold to City	110	Cu. Yd.	1.00	1.00	110.00	110.00
Screen Rejects, Sold Privately	2,423.5	" "	1.00	1.00	2,423.50	2,423.50
Crushed Rock, Sold to City	1,200	" "	2.85	2.75	3,421.70	3,300.00
Crushed Rock, in Stockpile for City of Enterprise Project	1,645	" "	2.82	2.00	4,645.30	3,290.00
Crushed Rock, Sold Privately	760	" "	2.05	1.50	1,558.00	1,140.00
					$51,071.61	$50,218.75

Total Cost	$51,071.61
Gross Revenue	50,218.75
Net Loss	$ 852.86

Net Loss Equals 1.7% of Gross Revenue

Breakdown of Costs

				Unit Cost	
			Total Cost	Gravel	Cr. Rock
Move & Set Up (Two Setups)	16,743.68	Cu. Yd.	$6,830.21	$0.408	$0.408
Strip Pit (Gravel)	9,045.5	" "	525.25	0.058	
Strip Pit (Quarry)	7,698.19	" "	213.63		0.028
Drill & Shoot (Quarry)	7,698.19	" "	3,041.79		0.395
Load in Pit (Quarry & Gravel)	16,743.68	" "	6,168.84	0.368	0.368
Haul to Crusher (Quarry & Gravel)	16,743.68	" "	2,362.23	0.141	0.141
Crush (Quarry & Gravel)	16,743.68	" "	11,819.42	0.706	0.706
Cost in Bunker			$30,961.37	$1.681	$2.046
Haul to Stockpile (Quarry & Gravel)	16,743.68	" "	14,234.17	0.850	0.850
Stockpile (Quarry & Gravel)	13,138.68	" "	2,661.01	0.197	0.197
Cost in Stockpile			$47,856.55	$2.728	$3.093
Screen Rejects	578.84	" "	144.71	0.25	
Haul Screen Rejects	964.7	Yd. Mi.	115.76	0.12	
Screen Rejects Sold to City	110.0	Cu. Yd.	110.00	1.00	
Screen Rejects Sold Privately	2,423.5	" "	2,423.50	1.00	
Prepare Stockpile Sites	9	Each	282.35	31.37	
Haul Adj., Favor of Contractor	1,156.2	Yd. Mi.	138.74	0.12	
Total Cost of Project			$51,071.61		

Detail of Cost

Labor:		
Supervision	$2,150.00	
Labor	17,391.57	
Labor Insurance	1,568.46	
		$21,110.03
Equipment Rental & Miscellaneous:		
Equipment Rental	$15,095.60	
Rented Trucks	1,761.00	
Rented Equipment	7.08	
Gas, Oil and Grease	4,805.52	
Explosives	1,775.58	
Freight	147.84	
Lumber	295.96	
Hardware	50.60	
Royalty on Gravel Pit	300.00	
Small Tools & Misc.	2,159.21	
Bond	1,173.39	
Office & General Overhead (Dick Rush)	1,646.40	
Office & General Overhead (Vernie Jarl)	743.40	
		29,961.58
Total Cost........................		$51,071.61

Remarks:

This was a "State Project" calling for the crushing and stockpiling of approximately 13,900 cubic yards of crushed rock or gravel. The project was bid and awarded December 21st, 1948, work began December 19th, 1949, and the project was completed March 4th, 1950.

While this project was scheduled for completion October 31st, 1949, the contractor, due to prior commitments, was unable to start until December, 1949, but due to the fact that the materials were not required until the 1950 oiling season, he was granted an extension of time without penalties.

Two setups were required for the project due to the extreme distance between the limits of haul involved. The first setup was made at the quarry, M.P. 56.90, but the contractor elected to obtain gravel from a private source at M.P. 46.30 in lieu of the available state sources for the second setup.

Equipment used on the project consisted of the contractor's 3-crusher portable crushing plant, one cubic yard shovel, five company trucks plus two hired trucks, TD-14 tractor and dozer, two flatbed trailers and miscellaneous small equipment.

Progress was very slow. Cold weather slowed operations and was responsible for numerous breakdowns on the first setup. Cold weather, two major breakdowns of crushers and high flood waters near the end of operations slowed operations during the second setup. In view of the numerous breakdowns not attributable to poor equipment or supervision the contractor did very well to complete the project with only a small loss that could easily be absorbed by the equipment rentals.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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APR 27 1950
FOR FILING

32-8301

Files

OREGON STATE HIGHWAY COMMISSION

April 21, 1950
(Date)

1096 (Contract No.)   4 & 5 final (Est. No.)   Vernie Jarl (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
6020	373110	149.36	4/20/50

[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: APR 24 1950 aaw

OREGON STATE HIGHWAY COMMISSION

April 21, 1950
(Date)

3096 (Contract No.)	4 & 5 final (Est. No.)	Vernie Jarl (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
6020	373110	149.36	4/20/50

[redacted]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Oct.31,1949 ACCOUNTING DIVISION

Completed: March 2, 1950

Contract Accepted: April 3, 1950

Time Extensions: Extended to March 31, 1950 without penalty

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-21-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

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APR 7 [illegible]
FOR FILING

32-8301

3096

April 6, 1950

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3096, for rock production on the Minam-Wallowa Lake Section of the Wallowa Lake and Joseph-Wallowa Lake Highways in Wallowa County, has been completed by the contractor, Vernie Jarl, and that final payment in the amount of $149.36 will be made on or after April 17, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $39,955.25, and that no force account work was performed on the project. This contract was completed on March 2 and accepted by the Highway Commission on April 3, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Legal Dept.

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3-9½

March 13, 1950

Dooly & Company
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Vernie Jarl a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3096 for rock production on the Minam-Wallowa Lake Section of the Wallowa Lake Highway in Wallowa County. This payment, which is in the amount of $19,831.74, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,231.11. The present payment to the contractor will be made on or after March 23, 1950.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington

NOTED ON CARD
3-13-50

Form E-1—5M—7-49

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Final (No. 7)

For Week Ending March 4, 1950

Section Minam - Wallowa Lake

Kind of work Rock Production

Highway Wallowa Lake

Section prefix 32-6301

Contractor Vernie Jarl

Contract number 3096

Date of contract Dec. 21, 1948

Date of completion Oct. 31, 1949

Date work started Dec. 13, 1949

Estimated date of completion Complete, 19

Amount of contract $41,570.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $42,500.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $2,000.00, %

Date project was completed March 2, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Spring run-off flooded contractor's gravel pit at MP 46.30 Sunday night, putting conveyor belt from bunkers under water.

Due to the above condition contractor was released although two stockpiles at Site "E" and one at Site "D" were not quite up to staked yardage.

Shaping of piles was completed Thursday.

Plant is being moved out.

Signed J. C. Hiatt

Address Enterprise, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			13,900		
Estimated quantities moved or placed to date			13,600		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			3		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair-moderate		
Monday	" "		
Tuesday	" "		
Wednesday	" "		
Thursday	Overcast-moderate		
Friday	Rain		
Saturday			

RECEIVED
MAR 6 - 1950
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 32571

RECEIVED
JAN 11
FOR FILING

32-7301

3096

January 9, 1950

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion your request for an extension of time 150 days, from October 31, 1949 to March 31, 1950, within which to complete your contract No. 3096 for rock production on the Minam-Wallowa Lake Section of the Wallowa Lake and Joseph-Wallowa Lake Highway in Wallowa County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD

1-9-50 gl

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FOR FILING

32-8301

3096

November 25, 1949

Request for extension of time
No. 6
December 19 and 20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from [illegible] for an extension of time on Contract No. 3096, [illegible] Lake Rock Production Project, from October 31, 1949 to March 31, 1950.

The contractor was asked to withhold operations on this project in order that he might complete the crushing of surfacing materials which were to be used on the North Unit of the Enterprise-Forest Boundary Section.

The State will not be inconvenienced by failure to complete this project on the expected date, as it is now apparent that the crushed materials cannot be used until the spring of 1950.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS:me

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

22-9301

3096

January 17, 1949

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3086, for the Baker Rock Production Project on the Old Oregon Trail, Baker-Homestead and Baker-Unity Highways in Baker County, awarded December 20, 1948.

Contract No. 3092, for the Burns Rock Production Project on the Central Oregon, John Day-Burns and Burns-Crane Highway in Harney County, awarded December 21, 1948.

Contract No. 3096, for rock production on the Minam-Wallowa Lake Section of the Wallowa Lake, Joseph-Wallowa Lake Highways in Wallowa County, awarded on December 21, 1948.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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RECEIVED
DEC 23 1948
FOR FILING

December 22, 1948

Mr. Vernie Jarl
438 S. Roberts Ave.
Gresham, Oregon

Dear Sir:

The State Highway Commission on December 21, 1948 awarded you the contract for Minam-Wallowa Lake Rock Production Project on two state highways in Wallowa County. This award was based on your low bid of $41,570.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Mr. S.H. Probert

107-1010 Prineville-Eagle Rock Creek 1948
Sec., Paulina Secon. Hwy.
#3097

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JAN 13 1950
FOR FILING

107-010

3097

B. H. Baldock

January 10th, 1950

FINAL COST ANALYSIS

Prineville-Eagle Rock Section
Prefix 107-1010

T. W. Thomas, Contractor
A. A. Fossen, Resident Engineer

Paulina Secondary Highway
Contract #3097

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All	L.S.		$	$392.97	$1,000.00
Struct. Excav., Unclass.	198.0	Cu. Yd.	3.00	2.33	461.42	594.00
Trench " "	82.3	" "	3.00	2.33	191.80	246.90
Grading with Motor Grader	212.5	Hour	8.00	7.22	1,533.56	1,700.00
Grading with Shovel	207.5	"	11.00	9.06	1,880.93	2,282.50
Hauling with Trucks	432.5	"	4.50	4.22	1,827.00	1,946.25
Finishing R/B and Slopes	4.49	Mile	300.00	174.24	782.35	1,347.00
12" Corr. Metal Pipe	20	Lin. Ft.	3.50	2.62	52.45	70.00
15" " " "	16	" "	4.00	3.57	57.14	64.00
18" " " "	546	" "	4.00	3.59	1,960.67	2,184.00
24" " " "	244	" "	6.00	5.26	1,283.26	1,464.00
36" " " "	112	" "	12.00	10.46	1,171.21	1,344.00
Material in Base	21,285	Cu. Yd.	0.88	0.62	13,162.22	18,730.80
Material in Surfacing Course	17,310	" "	1.19	0.80	13,911.08	20,589.90
Sprinkling	716.4	M-Gal.	2.00	1.69	1,209.46	1,432.80
PA #1: Royalty on Surfacing Materials	8,730	Cu. Yd.	0.03	0.05	458.33	261.90
					$40,335.85	$55,267.05

Gross Revenue	$55,267.05
Total Cost	40,335.85
Net Profit	$14,931.20

Prineville-Eagle Rock Cr.

Detail of Cost

Labor:

Supervision	$1,607.60	
Bookkeeper	393.75	
Labor	5,184.81	
Payroll Insurance	407.54	
		$7,593.70

Materials:

12" Corr. Metal Pipe	20 lin. ft.	at $1.66	$33.20	
15" " " "	16 " "	" 2.05	32.80	
15" Bands	2 each	" 2.38	4.76	
18" Corr. Metal Pipe	546 lin. ft.	" 2.42	1,321.32	
18" Bands	18 each	" 3.66	65.88	
24" Corr. Metal Pipe	244 lin. ft.	" 3.73	910.12	
24" Bands	7 each	" 4.54	31.78	
36" Corr. Metal Pipe	112 lin. ft.	" 7.36	824.32	
36" Bands	6 each	" 7.32	43.92	
Mat'l. in Surfacing Course, Royalty	8,730 cu. yd.	" 0.05	436.50	
				3,704.60

Equipment Rental & Misc. Expense:

Equipment Rental, Owned	$6,110.60	
Hired Trucks, Fully Operated	18,571.77	
Gas, Oil and Grease	1,130.69	
Freight	683.50	
Small Tools and Misc. Supplies	293.50	
P.L. & P.D. Insurance	137.06	
Bond	405.09	
Home Office and General Overhead	1,105.34	29,037.55

Total Cost $40,335.85

Remarks:

This was a "State Project". The contract, calling for grading of 4.63 miles of roadbed, construction of 4.63 miles of gravel base and construction of 15.93 miles of gravel surfacing, was bid December 20th, 1948, and awarded January 6th, 1949. Work was started on the project June 16th, 1949, and the project was completed September 21st, 1949.

Grading with motor grader was done with an Austin Western Model 99 blade. Grading with shovel was done with a 3/4 cu. yd. Koehring shovel, and hauling with trucks was done with hired trucks. All this equipment was new and in excellent operating condition.

On July 20th, the contractor started hauling base materials. Approximately 2,000 cu. yds. of quarry run rock from a quarry at M.P. 12.3 was placed between M.P. 12 and M.P. 13, with the remainder of material in base being obtained from the state-controlled gravel pit on Crooked River 1.45 miles south of M.P. 16.63. From this pit also the contractor hauled approximately 8,700 cu. yds. of material in surfacing course. The material in this gravel pit was loose and very easy to dig. Because of unusually dry weather the water in Crooked River dropped very low, and the floor of the gravel pit became stable enough to operate loaded trucks in the pit. This allowed the contractor to load all of the material from this pit with a shovel equipped with a dipper stick in place of a shovel with dragline as had been anticipated. This increased production and lowered the cost of loading material. The remaining 8,600 cu. yds. of material in surfacing course was obtained from a dry gravel bank one mile north of M.P. 0.70.

The material in base and surfacing was loaded with a 3/4 cu. yd. shovel and street work was done with an Austin Western Model 99 blade and a 10-ton roller. Haul to road was done with trucks hired on a yard mile basis. An ample amount of these hired trucks was available at all times. The average haul on material in base was 3.3 miles, and the average haul on material in surfacing course was 5.1 miles.

An unusually high average production of 103 cu. yds. per hour made the costs on the surfacing items low, and a large profit was realized on the project.

H. Clymer
Cost Analyst

C. Swenson

RECEIVED
JAN 13 1950
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
DEC 14 1949
FOR FILING

Crites

107-1010

3097

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Dec. 13, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	20648	3097	5-final	T. W. Thomas	1,898.96	364169	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This was accepted. No record of time extension.

saw

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

Approved ____________
Secretary

NOTED ON CARD

12-13-49

RECEIVED
NOV 16 1949
FOR FILING

107-1010

3097

November 15, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3097, for work on the Prineville-Eagle Rock Creek Section of the Paulina Secondary Highway in Crook County, has been completed by the contractor, T. W. Thomas, and that final payment in the amount of $1,898.96 will be made on or after November 25, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $55,267.05, and that no force account work was performed on the project. This contract was completed on September 21 and accepted by the Commission on November 8, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

11-15-49

RECEIVED
OCT 13
FOR FILING

107-1010

3097

October 14, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to T. W. Thomas, on contract No. 3097, covering the Prineville-Eagle Rock Creek Section of the Paulina Secondary Highway in Crook County. This payment, in the amount of $14,112.04, will be made on or after October 24, 1949. The retained percentage is $1,650.56.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
Attn: E. A. Wrice, Manager
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

Mansfield & Co.

NOTED ON CARD
10-14-49 gl

Form E-1—5M—7-40

NOTED H. W. LIBBY

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 1, 1949, 19

Section	Prineville - Eagle Rock Creek	Kind of work	Grading and Surfacing
Highway	Paulina Secondary	Section prefix	107-1010
Contractor	T. W. Thomas	Contract number	3097
Date of contract	January 6, 1949, 19	Date of completion	October 31, 1949, 19
Date work started	June 16, 1949, 19	~~[illegible]~~ date of completion	September 21, 1949, 19
Amount of contract	$ 54012	Per cent of time elapsed	86.7 %

Estimated cost of completed project, exclusive of engineering . . . $ 55368

FINAL REPORT.

Per cent of contract completed, based on total contract price . . . 102.5 %

Engineering cost to date $ 3950, 7.31 %

Date project was completed September 21, 1949, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Bids on the construction of this job while opened on December 20 and the successful contractor was awarded the job on January 6 1949. At the time of the letting we started running line as we could find no old records of a surveyed line across Combs Flat. The line as established tries to follow the existing travelled road and this is the line that was surfaced.

On that portion of the project between MP 12 and MP 16.5, work by the contractor began on June 16. By equipment rental this portion was graded. Using a Koehring 3/4 yd shovel a 99 H Austin Western grader with pusher blade attachment and some 5 yd trucks, cuts were cleaned out and widened and the grade placed in shape for surfacing. This work continued until Wednesday July 27. A portion of the drainage pipes were also installed during this time. Surfacing began on that same date, beginning at MP 12. Two courses of the coarser gravel was laid on this section with a finer gravel laid on the top two inches. Our pit became depleted on or about August 25 but enough gravel to complete this section was purchased from the owner contiguous to our holdings. Placing of the surfacing from MP 8.8 to the southerly end of project was completed August 29. The contractor then moved to a pit just to the north of the northerly end of project and while moving installed additional drainage pipes between Stations 40 and 268. Placing of the surfacing between MP 8.8 and MP 0.8 began on September 8 and was completed on on Sept. 19. Maintenance work continued through Sept. 21, and on that date the job was accepted by Ass't Div. Eng'r Swift.

Signed A. A. [illegible]

Semi-final submitted to Div. office October 1 1949.

Address 1290 Wall Street, Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

SEMI - FINAL QUANTITIES

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.49	15.72			
Miles partially completed					
Miles completed	4.49	15.72			
Total estimated quantities		17,310 Top			
Grading By Equipment Rental Estimated quantities moved or placed to date	$5928.75	21,285 Base			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

.... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OCT 3 - 1949
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 33671

RECEIVED
JAN 27 1949
FOR FILING

107-7-010

3097

January 27, 1949

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland 16, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3097 which was awarded to you on January 6, 1949 by the State Highway Commission, covering the Prineville-Eagle Rock Creek Section of the Paulina Secondary Highway in Crook County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

encl. 1

Recorded

RECEIVED
FEB 9 1949
FOR FILING

147-1110

97

AGENDA
JAN 24 1949

4-g

January 6, 1949

Mr. T. W. Thomas
10248 N. E. Holladay Street
Portland 5, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for Prineville-Eagle Rock Creek Section of the Paulina Highway in Crook County. This award was based on your low bid of $54,012.00 submitted on December 20, 1948.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cf
CC: H. G. Smith
Goldie Lewis
S. H. Probert
L. E. White, Assistant Commissioner
Indus. Acc. Comm.

Confirm

SVC

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☒	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	DEFERRED ☐
CODE ☐	NIGHT LETTER ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Jan. 6, 1949
10; a.m.

Mr. T. W. Thomas
1023 N. E. Holladay St.
Portland 5, Oregon

State Highway Commission awarded you today contract for Prineville-Eagle Rock Creek Section of the Paulina Secondary Highway in Crook County based on your low bid submitted December 20, 1948. Contract forms follow shortly.

H. B. Glaisyer, Secretary
STATE HIGHWAY COMMISSION

Filed

SF

A NEW CURTIS SERVICE
Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.
Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
JAN 6 - 1949
FOR FILING

107-1010

5091

January 6, 1949

Hon. Asa W. Battles
County Judge, Crook County
Courthouse
Prineville, Oregon

Dear Judge Battles:

This will acknowledge receipt of your letter of January 4 and the enclosed county warrant, No. 7002, in the amount of $35,000 to apply toward construction of the Prineville-Eagle Rock Creek Section of the Paulina Secondary Highway, commonly known as Combs Flat Road. Thanks a lot for this contribution.

You will be pleased to know that the Highway Commission today awarded the contract for construction of this project to the low bidder therefor, Mr. T. W. Thomas, Portland, at his bid price of $54,012. Mr. Thomas' address is 10248 N. E. Holladay Street, Portland 5, Oregon.

Extending to you continued happiness and prosperity throughout the year, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mo

cc - Mr. Floyd Query

County warrant in amount of $35,000 is attached for handling in the usual manner.

H.B.G.

[illegible] C. DUNHAM
COMMISSIONER
PRINEVILLE

ASA W. BATTLES
JUDGE
PRINEVILLE

[illegible] C. MINSON
COMMISSIONER
POWELL BUTTE

CROOK COUNTY COURT
PRINEVILLE, OREGON

January 4, 1949

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Combs Flat Road
CROOK COUNTY

Am pleased to enclose Crook County General Road Fund warrant in the amount of $35,000 as our part of the costs in connection with the improvement of Paulina State Secondary Highway No. 380.

Several have made inquiry as to the address of Mr. Thomas, the contractor. If in order, kindly supply me with that information at your convenience.

With all kind regards, I am

Very sincerely,

Asa W Battles
Asa W. Battles,
County Judge.

CRED
B. GLAISYER

RECEIVED
JAN 6 1949
OREGON
STATE HIGHWAY COMMISSION

18-8307 Crescent-Diamond Lake Jct. 1949
Rock Prod. Proj., The Dalles-
#3098 California & Willamette Hwys.

RECEIVED
NOV - 4 1949
FOR FILING

18-83 7

3098

B. H. Baldock

November 1st, 1949

FINAL COST ANALYSIS

Crescent-Diamond Lake Junction Section - The Dalles-California and Willamette Highways
Contract #3098 Rock Production Prefix 18-8307
F. L. Somers, Contractor
H. S. Cox, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	5,622.4	Cu. Yd.	$3.58	$3.40	$20,146.68	$19,116.16
½"-¼" " " " "	5,594.6	" "	3.58	3.40	20,047.07	19,021.64
¼"-0" " " " "	2,800	" "	3.58	3.40	10,033.21	9,500.00
S.P. Screen Rejects	2,522	" "	0.25	0.25	630.50	630.50
Haul Adj., Favor of Contractor	427.9	Yd. Mi.	0.17	0.12	73.60	51.35
					$50,931.06	$48,339.65

Total Cost	$50,931.06
Gross Revenue	48,339.65
Net Loss	$ 2,591.41

Net Loss Equals 5.4% of Gross Revenue

NOTED
State Highway Engineer

Crescent-Diamond Lake Junction

Detail of Cost

Labor:		
Labor and Supervision	$18,066.83	
Payroll Insurance	1,645.89	
		$19,712.72
Equipment Rental & Misc. Supplies:		
Equipment Rental, Owned	$16,032.00	
Equipment Rental, Hired	1,787.84	
Gas, Oil & Grease	5,398.25	
Explosives	2,261.53	
Drill Steel and Bits	704.45	
Lumber	419.92	
Small Tools and Misc. Supplies	1,265.44	
P.U.C.	259.68	
Move In, Freight & Cartage	1,539.61	
Bond	357.00	
P.L. & P.D. Insurance	225.83	
Home Office & General Overhead	966.79	
		31,218.34
Total Cost		$50,931.06

Crescent-Diamond Lake Junction

Breakdown of Costs

Operation	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	14,017	Cu. Yd.	$5,632.54	$0.402
Drill and Shoot	"	" "	7,445.62	0.531
Load and Haul to Crusher	"	" "	9,111.01	0.650
Crush	"	" "	17,474.89	1.247
Haul to Stockpile (Av. Haul 3.85 Mi.)	"	" "	9,258.04	0.660
Stockpile	"	" "	1,304.86	0.093
	14,017	Cu. Yd.	$50,226.96	$3.58

Remarks:

This was a "State Project". The contract, calling for furnishing of 14,000 cu. yd. of crushed rock in stockpiles on The Dalles-California Highway and Willamette Highway, was bid and awarded January 24th, 1949.

On May 31st, 1949, the contractor started erecting a crushing plant at the designated quarry 1.0 mile southwesterly of M.P. 199.9 on The Dalles-California Highway, and crushing operations started June 24th, 1949. The crusher was operated two shifts a day, and crushing operations were completed August 10th, 1949.

The crushing plant consisted of an 18" x 36" jaw crusher, two gyrasphere secondary crushers, 4' x 10' single-deck scalping screen, 4' x 14' triple-Deck separating screen, 40 cu. yd. steel rock bunker, reject bunker and conveyors and electric motors as required. The plant was powered by one 180 h.p. gasoline engine, one 120 h.p. gasoline engine, one 100 h.p. diesel engine with generator.

The quarry was drilled with down holes and lifters using a 315 cu. ft. compressor, one wagon drill and jackhammers. This was a very difficult quarry to work, with the rock breaking out in large blocks which required reshooting. Much of the force of the dynamite was dissipated through seams that had been opened by previous shots. Drilling and shooting was started only a short time before crushing operations, and throughout the job the contractor lost a lot of time because there was not enough rock shot up in the quarry to keep the crusher in full production.

Crushing time was 595 hours, for an average production of 23.5 cu. yd. per hour.

The contractor had sufficient equipment for the job and a good bid price, but a difficult quarry and very low production made this job show a loss.

E. H. Clymer
Cost Analyst

By . . C. Swenson

RECEIVED
OCT 31 1949
FOR FILING

18-8207

3098

October 27, 1949

American Surety Co. of New York
David A. Lewis, Ass't. Manager
725 Yeon Building
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3098, for rock production on the Crescent-Diamond Lake Junction Section of The Dalles-California and Willamette Highways in Klamath County, has been completed by the contractor, F. L. Somers, and that final payment in the amount of $1,420.85 will be made on or after November 7, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $48,339.65, and that no force account work was performed on the project. This contract was completed August 11 and accepted by the Commission September 21, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc: Midland Empire Insurance Agency
126 South 6th St.
Klamath Falls, Oregon
Attn: Wm. F. McKibbin

NOTED ON CARD
10-27-49 gx

RECEIVED
SEP 22 1949
FOR FILING

18-8307

3098

September 21, 1949

American Surety Co. of New York
David A. Lewis, Ass't. Manager
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to F. L. Somers, on contract No. 3098, covering rock production on the Crescent-Diamond Lake Junction Section of The Dalles-California and Willamette Highways in Klamath County. This payment, in the amount of $5,332.38, will be made on or after October 1, 1949. The amount of retained percentage is $1,451.10.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Midland Empire Insurance Agency
126 South 8th St.
Klamath Falls, Oregon

NOTED ON CARD

9-21-49 gC

RECEIVED
SEP 6 1949
FOR FILING

12-2307

=958

September 2, 1949

Union Oil Company of California
P. O. Box 3458
Portland 8, Oregon

Attention: Mr. W. S. Newton
Credit Manager

Dear Mr. Newton:

This is to acknowledge your letter of August 30 inquiring as to the status of Contract No. 3098 with Mr. F. L. Somers.

This job was completed on August 11, 1949, and has not as yet been accepted by the Commission. The latest estimate that we have is dated August 5 and shows, as of that date, $41,586.42 paid to the contractor and a retained amount of $3,570.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

RPG-FAG:ec

Union Oil Company of California

YEON BUILDING PORTLAND 8, OREGON

August 30, 1949

Oregon State Highway Department
Salem
Oregon

Gentlemen:

F. L. SOMERS
Oregon State Contract #3098

We understand that Mr. Somers has completed work on contract #3098 in the Chemult vicinity. In this connection, we are most interested in learning the amount that has been paid the contractor and if there is a sum still due him for this work. We would also be interested in learning if the job has been accepted by the State Highway Commission.

For your convenience in replying, we are enclosing a self addressed stamped envelope and we wish to thank you in advance for this courtesy.

Yours very truly,

W. S. NEWTON
Credit Manager

By: L. C. Neuman

ron jrw

est No 2, 8-5 41,586.42 paid
3570.00 ret'd

RECEIVED
SEP 1 1949
OREGON
STATE HIGHWAY COMMISSION

FORM 401 P.

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 13, 1949, 19

Section Crescent-Diamond Lake Junction

Kind of work Rock Production

Highway The DallespCalif. & Willamette

Section prefix 18-8307

Contractor F.L.Somers

Contract number 3098

Date of contract Jan. 24, 1949, 19

Date of completion Aug. 31, 1949, 19

Date work started May 26, 1949, 19

Estimated date of completion Aug. 18, 1949, 19

Amount of contract $47,600.00

Per cent of time elapsed 91.36 %

Estimated cost of completed project, exclusive of engineering $54,450.00

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date $1000.00, 34 %

Date project was completed ...., 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor Somers completed crushing operations Thursday Aug. 11. Final field work of re-measuring stockpiles was completed on Friday. Final computations are not complete as yet.

Contractor started removal of plant as soon as crushing was complete and it is anticipated thatvcleanup of the area will be completed next week.

Mr Chandler inspected this job on Wednesday.

This willl be the last weekly report on this project.

Signed Cox

Address 1290 Wall Bend, Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			14,000		
Estimated quantities moved or placed to date			13,900		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			2		
Hours per shift			10		
Average force on project for week			24		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors 1, Bulldozers 1, Sheep-foot rollers ...., Trucks 6 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Fair		
Friday	Cloudy		
Saturday	Fair		

RECEIVED
AUG 15 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
FEB 16 '49
FOR FILING

L-8307

3098

February 16, 1949

Mr. F.L. Somers
1111 Walnut Street
Klamath Falls, Oregon

Dear Sir:

We enclose herewith, a fully executed copy of contract No. 3098, which was awarded to you on January 24, 1949 by the State Highway Commission, covering rock production on the Crescent-Diamond Lake Junction Section of The Dalles-California and Willamette Highways, in Klamath County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

recorded
2/16/49
RN

RECEIVED
JAN 27 1949
FOR FILING

18-8307

3098

January 26, 1949

Mr. F. L. Somers
1111 Walnut Street
Klamath Falls, Oregon

Dear Mr. Somers:

The State Highway Commission on January 24, 1949, awarded you the contract for the Crescent-Diamond Lake Junction Rock Production Project on The Dalles-California and Willamette Highways, in Klamath County. This award was based on your low bid of $47,600 submitted on January 24.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

cc - Mr. S. H. Probert

33-1111 Cow Canyon Sec. of the Dalles 1949
Calif. Hwy.

#3099

RECEIVED
FOR FILING

33-11
[illegible]

R. H. Baldock

November 4th, 1949

FINAL COST ANALYSIS

Cow Canyon Section
Contract #3099

Vernie Jarl, Contractor
Dean Swift, Resident Engineer

The Dalles-California Highway
Prefix 33-1111

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	L.S.	$	$	$450.12	$1,000.00
General Excavation	88,057.8	Cu. Yd.	0.93	0.65	81,634.87	57,237.57
Short Overhaul	122,308	Yd. Sta.	0.02	0.02	2,446.16	2,446.16
Long Overhaul	294.8	C-Yd. Sta.	0.40	0.40	117.92	117.92
Finish R/B & Slopes	0.61	Mile	1217.64	1000.00	742.76	610.00
36" Corr. Metal Pipe	240	Lin. Ft.	11.65	12.00	2,796.78	2,880.00
Pit Run Gravel in Base	3,105	Cu. Yd.	1.00	1.25	3,097.24	3,881.25
Hauling & Placing Crushed Materials in Leveling Course & Shoulders	785	Cu. Yd.	1.26	1.70	989.10	1,334.50
Sprinkling	200	M-Gal.	3.15	3.00	630.00	600.00
Preparation of Base	0.61	Mile	315.00	300.00	192.15	183.00
Hauling & Placing Agg.	408	Cu. Yd.	3.15	3.00	1,285.20	1,224.00
Furnish & Place 151-200 Asphalt	35.47	Ton	63.00	60.00	2,234.61	2,128.20
E.W.O.					1,046.34	1,119.27
					$97,663.25	$74,761.87

Total Cost	$97,663.25
Gross Revenue	74,761.87
Net Loss	$22,901.38

Net Loss Equals 30.6% of Gross Revenue

NOTED
State Highway Engineer

Cow Canyon Section
Vernie Jarl

Detail of Cost

Labor:

Supervision	$2,530.00	
Labor	27,623.95	
Social Security	276.24	
Industrial Accident	540.00	
Unemployment Insurance	814.58	
		$31,784.77

Materials:

36" Corr. Metal Pipe	240 lin. ft.	at $7.52	$1,804.80	
36" Bands	10 each	" 7.45	74.50	
Force Acc't. Materials			643.54	
				2,522.84

Equipment Rental & Misc. Expense:

Equipment Rental, Owned	$31,489.70	
Equipment Rental, Hired	5,205.50	
Gas, Oil and Grease	5,972.56	
Explosives	5,470.33	
Drill Steel and Bits	3,146.98	
Move In, Freight and Cartage	727.38	
Small Tools and Misc. Supplies	1,489.25	
P.L. & P.D. Insurance	345.30	
Home Office & General Overhead	1,481.69	
		55,328.69

Paid to Erickson Const. Co., subcontractor (Surfacing)	4,419.75	
" " Babler Bros., subcontractor (Oiling)	3,607.20	
		8,026.95

Total Cost $97,663.25

Remarks:

This was a "State Project". The contract, calling for grading, surfacing and oiling of a 0.61-mile section of The Dalles-California Highway, was bid and awarded January 24th, work was started on the project February 17th, 1949, and completed August 23rd, 1949.

General excavation consisted of approximately 14,000 cu. yds. of soft rock and dirt that the contractor was able to rip, and 74,000 cu. yds. of solid rock that required drilling and shooting. This solid rock was columnar basalt which was very seamy and difficult to drill. Drilling was done with two compressors, two wagon drills and two jackhammers. The contractor used carbide insert rock bits in place of the conventional jack bits for drilling. The bits proved satisfactory for drilling in this hard rock, but considerable difficulty was encountered because of drill steel breakage. The contractor used two D-8 caterpillar tractors with 15 cu. yd. scrapers, one D-8 tractor with dozer and ripper to move the first 15,000 cu. yds. of material. The contractor moved in a 1-3/4 yard shovel and three DW-10's with 12 cu. yd. bottom dump wagons, and these units with a D-8 dozer and one scraper completed the grading. The DW-10's units were hard to maneuver on the 34' roadbed width and much time was lost in spotting these units under the shovel; also several of the shots were poor and digging was difficult even for the large shovel and very poor production was the result. Average production for the shovel with the three hauling units was approximately 69 cu. yds. per hour.

The solid rock material, when properly shot, would break small, and because all of the haul was within the economical haul distance for crawler tractors, it is believed that this material could have been moved cheaper with tractors and scrapers.

Surfacing was done by the Erickson Construction Co., using the designated gravel pit at M.P. 74.6.

Oiling was done by Babler Bros. The asphalt was transported to the project in the contractor's own transports. Aggregates were obtained, as specified, from state-owned stockpiles.

A low bid price and low production on general excavation made this job show a large loss. The bid price for this project was 16% below the engineer's estimate.

E. H. Clymer
Cost Analyst

By . . C. Swenson

RECEIVED
NOV - 1 1949
FOR FILING

33-1111

3099

October 31, 1949

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3099, covering work on the Cow Canyon Section of the The Dalles-California Highway in Wasco County, has been completed by the contractor, Vernie Jarl, and that final payment in the amount of $2,899.95 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $74,761.87, of which amount $1,119.27 represents force account items. This contract was completed August 20, 1949 but has not as yet been accepted by the Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

Recorded 11/2-49

RECEIVED
SEP 26 1949
FOR FILING

33-1111

3099

September 23, 1949

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Vernie Jarl, on contract No. 3099, for grading and surfacing on the Cow Canyon Section of the The Dalles-California Highway in Wasco County. This payment, in the amount of $15,365.15, will be made on or after October 3, 1949. The retained percentage is $2,222.54.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 26,1949, 19

Section Cow Canyon

Kind of work Grad Surf and Oil

Highway Dalles - California

Section prefix 33-1111

Contractor Vernie Jarl

Contract number 3099

Date of contract Jan. 24,1949, 19

Date of completion Sept. 30,1949, 19

Date work started Feb. 17,1949, 19

Estimated date of completion Sept. 17,1949, 19

Amount of contract $72,683

Per cent of time elapsed 75 %

Estimated cost of completed project, exclusive of engineering $72,683

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished the oiling and opened the section to traffic. Two men with a truck will be back on Monday of next week to clean ditches which will take about two days.

Signed Dean Swift

Address The Dalles

NOTED
E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.61	0.61		0.61	
Miles partially completed					
Miles completed	0.61	0.61		0.61	
Total estimated quantities	85,000	3,900		350	
Estimated quantities moved or placed to date	85,000	3,900		350	
Average daily quantities				350	
Average daily quantities necessary to complete project on time				complete	
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				10	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
AUG 28 1949
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 26750

RECEIVED
FEB 22 1949
FOR FILING

33 - 1111

3099

February 21, 1949

Mr. Vernie Jarl
Box 254
Gresham
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3099 which was awarded to you on January 24, 1949 by the State Highway Commission, covering the Cow Canyon Section of The Dalles-California Highway in Wasco County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JAN 27 1949
FOR FILING

33-1111

3099

January 26, 1949

Mr. Vernie Jarl
438 S. Roberts Avenue
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on January 24, 1949, awarded you the contract for grading, surfacing, and oiling on the Cow Canyon Section of The Dalles-California Highway, in Wasco County. This award was based on your low bid of $722,683, using asphalt, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ce

cc - Mr. S. H. Probert

F-29(3) Middle Fork Coquille River 1949
Bridge
#3100

RECEIVED
OCT 12 1949
FOR FILING

F-29(3)

3100

October 12, 1949

Great American Indemnity Company
Wells, Reed & Hutchings, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3100, covering the Middle Fork-Coquille River Bridge on the Coos Bay-Roseburg Highway in Douglas County, has been completed by the contractor, Va Dare Construction Co., and that final payment in the amount of $3,625.49 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $35,844.49, and that no force account work was performed on the project. This contract was completed October 5, 1949 but has not as yet been accepted by the Highway Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-12-49

RECEIVED

FOR FILING

F 29(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

June 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-29(3)
Middle Fork Coquille River Bridge
Coos Bay-Roseburg Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUN - 3 1949
OREGON
STATE HIGHWAY COMMISSION

nor

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State Oregon

Project No. F-29(3)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of June, 19 49 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of January, 1947, a program, which was approved on the 17th day of March, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of January, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-three thousand and 00/100 dollars ($23,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 445+18 and survey station 446+64, all in the NE 1/4, Section 36, T. 29 S., R. 9 W., W.M., without exception, length 0.027 miles, in Douglas County, being Oregon Federal Aid project No. F-29(3), consisting of ~~miles of roadway and~~ one bridge~~s~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty-three thousand and 00/100 dollars ($23,000.00), which does not exceed the authorized Federal pro rata share of forty thousand three hundred forty-eight and 00/100 dollars ($40,348.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

RECEIVED
JUN 2 1949
FOR FILING

F29(3)

April 29, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Middle Fork Coquille River Bridge, Project No. F-29 (3).

The program setup of Federal funds for this project is $17,000.00, but in the enclosed estimate we are requesting the setup be increased to $23,000.00 which more nearly represents the permissible Federal participation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JUH/gm

Encl.

Oregon State Highway Department　　　　　　Federal Aid Project No. F-29 (3)

MIDDLE FORK COQUILLE RIVER BRIDGE
OF THE COOS BAY-ROSEBURG HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1949

Type Code No. X021

(Sta. 445+18 to 446+64)

All Required	Removal of Old Bridge and Provision for Traffic		$ 8,000.00
All Required	Shoring, Cribbing, Etc.		3,000.00
70 cu. yds.	Structural Excavation	$ 10.00	700.00
10 cu. yds.	Structural Excavation Below Elevation Shown	15.00	150.00
130 lin. ft.	Furnish Steel Piling	10.00	1,300.00
8 only	Drive Steel Piling	100.00	800.00
230 cu. yds.	Class "A" Concrete	50.00	11,500.00
60,000 lbs.	Reinforcement	0.12	7,200.00
310 lin. ft.	Metal Rail	13.00	4,030.00
		Subtotal	$36,680.00
		10% Engr. & Cont.	3,668.00
		Total	$40,348.00

Length of Bridge　　0.027 mile

Federal Aid Funds- -	$23,000.00
State Funds- -	17,348.00
	$40,348.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

December 31, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Middle Fork Coquille River Bridge, Project No. F-29 (3).

Six bid proposals and one set of full size plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department — Federal Aid Project No. F-29 (3)

MIDDLE FORK COQUILLE RIVER BRIDGE ON THE
COOS BAY-ROSEBURG HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 30, 1948

Type Code No. X021

(Sta. 445+18 to 446+64)

All Required		Removal of Old Bridge and Provision for Traffic		$ 8,000.00
All Required		Shoring, Cribbing, Etc.		500.00
70	cu. yds.	Structural Excavation	$ 7.00	490.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
130	lin. ft.	Furnish Steel Piling	6.00	780.00
8	only	Drive Steel Piling	80.00	640.00
230	cu. yds.	Class "A" Concrete	65.00	14,950.00
60,000	lbs.	Reinforcement	0.12	7,200.00
310	lin. ft.	Metal Rail	12.00	3,720.00
			Subtotal	$36,380.00
			10% Engr. & Cont.	3,638.00
			Total	$40,018.00

Length of Bridge .027 mile

Federal Aid Funds- -	$17,000.00
State Funds- -	23,018.00
	$40,018.00

MIDDLE FORK COQUILLE RIVER BRIDGE

PROJECT NO. F-1~~51 (1)~~ 24(3)

All necessary rights of way or rights of entry have been acquired.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 31, 1948

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FEB 25 1949
FOR FILING
F-131

File

February 23, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
[illegible]

Dear Sir:

We have recently received the following comment and recommendation pertaining to the Middle Fork Coquille River Bridge, Oregon Project No. F-29(3), from our Western Headquarters Office at San Francisco.

"We note that the clearance above high water at Bent 3 is less than a foot (.89 ft. to be exact). It would seem quite simple to so adjust the grade line that the easterly end of the bridge would be raised. We recommend consideration of this revision so that additional clearance above high water would be afforded."

We are fully cognizant of the fact that the grade selected for the bridge is the existing grade and would be the most economical to construct. However, if there is any great amount of drift in the stream as is very likely, then the structure is endangered. As pointed out above there is no engineering problem involved in raising the grade. Since there is no grading and surfacing work included in this contract, it might be desirable to perform this work with State forces.

We believe this merits your serious consideration and suggest action toward adjusting the grade line as recommended.

Very truly yours,

Original to Paxson

T. M. DAVIS
District Engineer

RECEIVED
FEB 16 1949
FOR FILING

4-29 (3)

3100.

February 16, 1949

VaDare Construction Co.
1022 S.E. Rex Street
Portland 2, Oregon

Gentlemen:

We enclose herewith, a fully executed copy of contract No. 3100 which was awarded to you on January 25, 1949 by the State Highway Commission, covering Middle Fork Coquille River Bridge on the Coos Bay-Roseburg Highway, in Douglas County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

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encl. 1

Recorded 2/16/49
RM

RECEIVED
JUN 2 1949
FOR FILING

OREGON DISTRICT
F-29 (3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that the program change requested for project No. F-29(3), has been approved effective January 18, 1949.

The current status as approved:

Total Cost	$40,018	
Federal Funds	17,000	(No change)
Mileage	0.028	

(Item 17, Postwar Federal Aid Primary Highway Program)

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
F-29(3)
3100

January 31, 1949

VaDare Construction Company
1002 S. E. Rex Street
Portland 2, Oregon

Gentlemen:

The State Highway Commission on January 25, 1949 awarded you the contract for construction of a reinforced concrete bridge over the Middle Fork Coquille River on the Coos Bay-Roseburg Highway, in Douglas County. This award was based on your low bid of $36,680.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee

cc - Mr. S. H. Probert
Mr. G. S. Paxson

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JAN 2
FOR FILING
F-29(3)

NOTED
G.S. PAXSON

January 25, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project F-29(3), Middle Fork Coquille River Bridge, to VaDare Construction Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

By:

C. G. Polk
Senior Highway Engineer

RECEIVED
JAN 27 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
APR 4 1949
FOR FILING
OREGON DISTRICT

F-29(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-29(3), Middle Fork Coquille River Bridge, Coos Bay - Roseburg Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JAN 1
OREGON
STATE HIGHWAY COMMISSION

Jon

12-9305 Pine Creek-Beech Creek Rock 1949
Production Project on the
Pendleton-John Day Hwy.
3101

RECEIVED
MAR 15 1950
FOR FILING

12-8305

3101

3101

Chas Lewis

March 14, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of March 10 to which was attached three copies of a claim filed with your office by Balzer Machinery Company in the amount of $3,833.11 against P. B. Doherty for rental of rock crushing equipment furnished in connection with his operations on the Pine Creek-Beech Creek Section of the Pendleton-John Day Highway in Grant County, our Contract 3101.

This claim bears your file No. 3205.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 10, 1950

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by Balzer Machinery Company, for equipment rental, furnished in the sum of $3,833.11, against the bond taken from P. B. Doherty & Son, principal and Aetna Casualty and Surety Company, and Bates, Lively & Pearson, surety, for the rock production work on the Pine Creek-Beech Creek Section of the Pendleton, John Day Highway in Grant County, Oregon State Highway Contract No. 3101, our file number 3205.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 1 1 [illegible]
[illegible]
[illegible] COMMISSION

3-14-50 g.l

Mrs Lewis

March 14, 1950

The Aetna Casualty and Surety Company
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the Balzer Machinery Company of Portland against P. B. Doherty and Son. This claim is in the amount of $3,083.11 for rental of rock crushing equipment and small supplies furnished the contractor in connection with our Contract No. 3101.

Our records show that this contract was completed July 31 and accepted by the Commission on September 21, 1949, and that final payment was mailed to the contractor on January 17, 1950.

This information is furnished as the Aetna Casualty and Surety Company appears as surety on the bond executed in connection with Contract 3101.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Bates, Lively & Pearson
Yeon Building
Portland 4, Oregon

P. B. Doherty & Son
3105 N. E. 55th Avenue
Portland 13, Oregon

NOTED ON CARD
3-14-50 g

COPY

BALZER MACHINERY CO.

2136 S.E. Eighth Avenue, Portland 14, Oregon . Phone EA. 2143

EQUIPMENT
for
INDUSTRY
CONSTRUCTION
LOGGING

[illegible] L. BALZER
Partner
J. F. ALLEN
Manager

March 9, 1950

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating Screens
Pettibone Mulliken Corp.
Buckets-Trenchloaders
Balzer Machine Works
Portable Bunkers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Bucket Loaders
Universal Engineering Corp.
Crushing Equipment

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir,

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $3,133.11 against the bond taken from P. E. Doherty & Son and Aetna Casualty and Surety Company, and Bates, Lively & Pearson, Portland agent, for rock production work on the Pine Creek--Beech Creek Section of the Pendleton -- John Day Highway in Grant County--Oregon State Highway Commission Contract No. 3121.

Respectfully yours,

BALZER MACHINERY COMPANY

Per:

[illegible] L. BALZER
[illegible] L. Balzer, Partner

Subscribed and sworn to before me, this 9th day

of March A. D. 1950.

J. G. [illegible]
Notary Public for Oregon

(SEAL)

My Commission Expires: [illegible]

cc/ Oregon State Highway Department

Endorsed;
File Number [illegible]
Filed March [illegible], 1950
EARL T. NEWBRY, Secretary of State

3101

Mrs Lewis

RECEIVED
MAR 13 1950
FOR FILING

12-8305
3101

March 10, 1950

The Aetna Casualty & Surety Company
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

We have today received a carbon copy of a claim from the Balzer Machinery Company, Portland, addressed to the Secretary of State. This claim is dated March 9 in the amount of $3,833.11 against P. B. Doherty and Son for rental of rock crushing equipment and small supplies furnished in connection with the contractor's operations on the Pine Creek-Beech Creek Section of the Pendleton-John Day Highway in Grant County, our Contract No. 3101. Our records show that this job was completed July 31, accepted September 21, 1949, and that final payment was made to the contractor on January 17, 1950.

This information is furnished as the Aetna Casualty and Surety Company appears as surety on the bond executed in connection with Contract 3101.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Bates, Lively & Pearson
Yeon Building
Portland 4, Oregon

P. B. Doherty & Son
3105 N. E. 59th Avenue
Portland 13, Oregon

NOTED ON CARD
3-10-50 gC

BALZER MACHINERY COMPANY
CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND 14, OREGON

March 9, 1950

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $3,833.11 against the bond taken from P. B. Doherty & Son and Aetna Casualty and Surety Company, and Bates, Lively & Pearson, Portland agent, for rock production work on the Pine Creek--Beech Creek Section of the Pendleton--John Day Highway in Grant County--Oregon State Highway Commission Contract No. 3101.

COPY

Respectfully yours,

BALZER MACHINERY COMPANY

Per:

R. L. Balzer, Partner

Subscribed and sworn to before me, this ____ day

of March A. D. 1950.

Notary Public for Oregon

My Commission Expires: ____________________

cc/ Oregon State Highway Department ✓

RECEIVED
JAN 25 1950
FOR FILING

12-8305

3101

January 24, 1950

The Aetna Casualty and Surety Co.
Portland Service Dept.
308 Yeon Bldg.
Portland 4, Oregon

Attention: Mr. H. P. Atterbury,
Bond Department

Gentlemen:

RE: Bond 42 S 10159
P. B. Doherty & Son

In conformity with your request we are pleased to advise you that the final warrant on contract No. 3101, covering rock production on the Pine Creek-Beech Creek Section of the Pendleton-John Day Highway in Grant County, was mailed to the above contractor on January 17, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

SERVICE DEPARTMENT
WALTER T. DAVOL, SUPERINTENDENT
YEON BUILDING

PORTLAND 4, OREGON

3101

September 30, 1949

Oregon State Highway Commission
Salem,
Oregon

ATTENTION: H. B. Glaisyer, Secretary

Gentlemen:

RE: Bond 42 S 10159
P. B. Doherty & Son

This will acknowledge receipt of your letter dated September 28 to the effect Contract No. 3101 for rock production on the Pine Creek-Beech Creek Section of the Pendleton-John Day Highway in Grant County, had been completed and final payment would be made on or after October 8, 1949.

We would appreciate your advising us when the final payment has been made so we will be in a position to cancel the bond on our records.

Yours very truly,

H P Atterbury
Bond Department

hpa

NOTED ON CARD
12-3-4

RECEIVED
JAN 17 1950
FOR FILING

12-8305

3101

Fites

P. B. Dpherty & Son
(Contractor)

Voucher No. 21899
Contract No. 3101 Est. No. 4-final

Warrant No. 365979 Date 1/13/50

Amt. 940.12

The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until authority to release is received.

Accepted 9-21-49

Time Extensions None

Claims None

Remarks:

[illegible]

1-17-50, gl

Date: 1-17-50

Release of the above warrant is hereby authorized.

Warrant mailed, (date) ______

RECEIVED
JAN 19 1950
FOR FILING

12-8305

3101

Submitted JAN 16 1950

F. B. Doherty & Son
(Contractor)

Voucher No. 21899
Contract No. 3101 Est. No. 4-final

Warrant No. 365979 Date 1/13/50

Amt. 940.12

The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until authority to release is received.

Accepted ______________________

Time Extensions ______________________

Claims ______________________

Remarks:

Date: ______________________

Release of the above warrant is hereby authorized.

____

Warrant mailed, (date) JAN 17 1950

RECEIVED
NOV 22 1949
FOR FILING

12-305

3101

November 22, 1949

The Aetna Casualty and Surety Company
Service Department
522 S. W. Fifth Avenue
Portland 4, Oregon

Gentlemen:

In reply to your letter of November 16 inquiring as to the status of final payment under our Contract 3101 with P. B. Doherty and Son, we can advise that final payment in the amount of $940.12 has been approved and the voucher sent to the contractor; at this date, however, it has not been returned. Consequently, we cannot advise as to a date when final payment will be made.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

SERVICE DEPARTMENT
WALTER T. DAVOL, SUPERINTENDENT
YEON BUILDING

PORTLAND 4, OREGON

November 16, 1949

Oregon State Highway Commission
Salem,
Oregon

ATTENTION: H. B. Glaisyer, Secretary

Gentlemen:

RE: Bond 42 S 10159
Contract No. 3101
F. B. Doherty

Referring to your letter of September 28th and our acknowledgment of September 30, in which letter you stated final payment in the amount of $940.12 on or after October 8, 1949. Please advise if this has been accomplished so we can retire our file.

Yours very truly,

H P Atterbury
Bond Department

hpa

[illegible] 11-21-49

RECEIVED

RECEIVED
SEP 29 1949
FOR FILING

12-8305

3101

September 28, 1949

The Aetna Casualty & Surety Co.
Portland Service Dept.
308 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3101, for rock production on the Pine Creek-Beech Creek Section of the Pendleton-John Day Highway in Grant County, has been completed by the contractor, P. B. Doherty & Son, and that final payment in the amount of $940.12 will be made on or after October 8, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $31,337.25, and that no force account work was performed on the project. This contract was completed on July 31 and accepted by the Highway Commission on September 21, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD

9-28-49 gl

RECEIVED
AUG 30 1949
FOR FILING

12-3305

3101

August 26, 1949

The Aetna Casualty & Surety Co.
Portland Service Dept.
308 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to P. B. Doherty & Son, on contract No. 3101, for rock production on the Pine Creek-Beech Creek Section of the Pendleton-John Day Highway in Grant County. This payment, in the amount of $1,633.85, will be made on or after September 6, 1949. The retained percentage is $940.12.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD

[illegible]

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 13, 1949

Section Pine Creek - Beach Creek

Kind of work Rock Production

Highway Pendleton - John Day

Section prefix I2-8305

Contractor P. B. Doherty & Son

Contract number 3101

Date of contract January 25, 1949

Date of completion July 31, 1949

Date work started April 5, 1949

Estimated date of completion 19

Amount of contract $ 31,200.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 31,248.04

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1,700 , 5.45 %

Date project was completed July 31, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi Final estimate was completed and mailed to the Division office Thursday.

NOTED
H.Q. SALEM

Signed Claude Mahan

Address Fossil, Oregon

NOTED
E. M. B[illegible]TH

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			24.15		
Miles partially completed			0		
Miles completed			24.15		
Total estimated quantities			10,000 yds.		
Estimated quantities moved or placed to date			10,395.3		
Average daily quantities			164		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			0		
Hours per shift			0		
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
AUG 15 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
[illegible]
FOR FILING
12-8305
3101

March 2, 1949

P. B. Doherty & Son
3105 N. E. 55th Ave.
Portland 13
Oregon

Gentlemen:

We enclose herewith, for your record and files, a fully executed copy of contract No. 3101 which was awarded to you on January 25, 1949 by the State Highway Commission, covering rock production on the Pine Creek-Beech Creek Section of the Pendleton-John Day Highway in Grant County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
JAN 27 1949
FOR FILING

T2-8305

3101

January 26, 1949

P. B. Doherty & Son
3105 N. E. 55th Avenue
Portland 13, Oregon

Gentlemen:

The State Highway Commission on January 25, 1949, awarded you the contract for the Pine Creek-Beech Creek Rock Production Project on the Pendleton-John Day Highway, in Grant County. This award was based on your low bid of $31,900 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ee

cc - Mr. S. H. Probert

17-1601 Grants Pass Traffic Signals 1949

#3102

RECEIVED
MAR 20 1951
FOR FILING

17-1601

3102

February 15, 1951

Oregon State Highway Commission

Gentlemen:

The financial report as of December 31, 1950, on page 3a, indicates two projects overrunning in excess of limitations. Actually, neither one of these projects is over the authorized amount, as shown by agreements covering both projects which were executed over two years ago.

X For signal installation in the City of Grants Pass an agreement was executed between the City of Grants Pass and the State Highway Commission on the 20th of October, 1948. This agreement called for an over-all expenditure of $32,000, of which $15,280 was to be the State's portion and $16,720 the City's portion. Certain portions of the work were to be performed by the State, which portions were estimated to cost $25,300. The portion to be performed by the City was estimated to cost $6,700. The actual cost of the work as completed was $25,212.17, $6,787.83 under the estimated cost. The State paid $12,081.02 and the City of Grants Pass paid $13,131.15. Therefore, instead of an overrun, the State's share was actually $3,198.98 under the authorization.

As to the Dad's Creek-Dixie Summit Rock Production Project, there was an agreement entered into between the Bureau of Public Roads and the State Highway Commission on the 25th day of January, 1949, the cooperative agreement specifying that $125,000 be allocated from forest highway funds and $18,000 be allocated by the Oregon State Highway Commission. While the allocation from the Highway Commission was evidently based on the amount estimated to crush a certain specified quantity of crushed rock, the agreement made no mention of it. When bids were received the unit bid on the rock was less than estimated, but this did not change the cooperative agreement, as the agreement would have been held even though the rock had cost more than the estimate. The Bureau actually furnished 832 cubic yards more of rock in stock pile than called for in the contract. There is no refund due from the Bureau as the over-all project did not underrun. Moreover, the authorization was not exceeded. The authorization was a flat $18,000 and was paid to the Bureau in February of 1949.

FR 36

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:mw bl
cc Mr. W. C. Williams
Mr. Malcolm Hanke

Mr. Williams

All work except poles
poles cost 6,700 1/3 cost to State 2,630
city 4070

Tot Est Cost 25,300 without poles.
12 650

1917.95 State Share of City Bill for poles
592.04 " " " " " for Eng
592.04 added " " " " " "
8978.99 State " Contract
12,081.02 Total Cost to Club

25,300 State to pay 12 650
6700 State to pay 2,630
32,000 State to pay

8978.99
3102.02
12081.02
1050.13
13,131,15

4886.03
1917.95
2968.08
1917.95
1050.13

12,081.02

4143.03
1041.01
3102.02

13,131.15
12081.02
25,212.17

RECEIVED
AUG 1950
FOR FILING

17-1601

3102

August 30, 1950

Hollywood Electric Co.
626 South Sixth St.
Grants Pass, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 21, 1950, had under discussion your request for an extension of time of 209 days, from December 16, 1949 to July 13, 1950, within which to complete your contract No. 3102 covering traffic signal system at Grants Pass, in Josephine County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

G. E. Roberts,
Resident Engineer

W. A. Reeves

NOTED ON CARD
8-30-50

RECEIVED
AUG 2 1950
FOR FILING

17-1601

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3168 4-final (Contract No.)	(Est. No.)	Hollywood Elec. Co. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
13430	380583	2,087.48	8/18/50

[illegible]:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorised.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorised:

H. B. Glaisyer

Warrant Mailed: AUG 21 1950 aart

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3102 4-final		Hollywood Elec. Co.
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
13430	380583	2,087.48	8/18/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Dec. 16, 1949

Completed: July 13, 1950

Contract Accepted: Aug. 21, 1950

Time Extensions: Extended to July 13, 1950 without penalty

Penalties: None of record

Claims: None of record

Remarks:

ACCOUNTING DIVISION
aai

Date: 8-23-50

Accounting Division:

Release of the above warrant is hereby authorized:

H B Glaisyer
H. B. Glaisyer

Warrant Mailed:

RECEIVED
AUG - 7 1950
FOR FILING

17-1601

3202

August 4, 1950

Hartford Accident & Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

Please be advised that State Highway Contract No. 3202, covering traffic signal system at Grants Pass, Josephine County, has been completed by the contractor, Hollywood Electric Co., and that final payment in the amount of $2,087.48 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $16,900.49, and that no force account work was performed on the project. This contract was completed on July 13, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rogue Insurance Agency
Redwoods Hotel Bldg.
Grants Pass, Oregon

[illegible]

8-4-50 gl

RECEIVED
JUL 31 1950
FOR FILING

17-16 01

3102

July 31, 1950

Request for Extension of Time
No. 3
August 21 and 22 Meeting

State Highway Commission

Gentlemen:

Re: Grants Pass Traffic Signals
Contract No. 3102
Hollywood Electric Company, Contractor

Herewith copy of an application for an extension of time to and including July 13, 1950 for the completion of the installation of the Grants Pass Traffic Signals.

This project was started in ample time, and the installation was completed within the time allowed. However, the control equipment was found to be defective, and the contractor was required to correct the defects. This has now been done and the job is in an acceptable condition. It is recommended that the extension be granted without penalty to the contractor.

This is a State Project and the concurrence of the Bureau of Public Roads is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm
cc G. S. Paxson

RECEIVED
[illegible] 1950
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

77-1101

3112

March 1, 1950

Mr. John F. Porter
City Manager
Grants Pass, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

This will acknowledge receipt of your corrected billing for the traffic signal work by the City as transmitted to us by your letter of February 21. This corrected billing appears to be in order. It is being approved by this office and will now be correlated into the contract so at such time as the final contract is completed and accepted, this billing can be reconciled with other work under our agreement and necessary adjustments will be made.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

By F B Crandall
F. B. Crandall
Traffic Engineer

cc - W. C. Williams
G. S. Paxson

RECEIVED
MAR 3 1950
FOR FILING
FORM E-ROX 30M 8-49 84800

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 1, 1950

SUBJECT: Grants Pass Traffic Signals - Supplemental Agreement for Attaching to COPCO City-Owned Poles

To: Mr. H. B. Glaisyer

C. WILLIAMS

On the 20th of October, 1948, the State Highway Commission executed an agreement with the city of Grants Pass for the installation of signals. On January 25, 1949, a supplemental agreement on the same signal installation was executed. Subsequent to the approval of these agreements, it was found necessary for the city of Grants Pass to obtain permission from the California-Oregon Power Company to attach our traffic signal span wires to certain poles, which, by nature of the type of installation made, the title to these poles remained in the possession of the city and power company. Such agreement has been executed and copies received in this office. We are forwarding to you one copy of this agreement so that it may be filed with the other two previously executed. We are also forwarding a copy to Mr. Paxson, Mr. Cattrall and retaining one in this office so that the files will be complete.

F. B. Crandall
Traffic Engineer

JAH/bv

Attachment

cc - W. C. Williams ✓
G. S. Paxson
J. W. Cattrall
Val Johnson

RECEIVED
MAR 3 1950
FOR FILING...

17-1601

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 1, 1950

SUBJECT: Billing from City of Grants Pass for Installation of Conduit and Steel Poles Grants Pass Signal Job

To: Mr. G. S. Paxson

Attention: W. A. Reeves

Attached are three copies of bill received from Mr. John F. Porter, City Manager of Grants Pass, covering the trenching, placement of conduit and purchase of poles for the traffic signal job. These bills are in order insofar as this office is concerned, and have been so approved. Your attention is called to my letter of January 6 to Mr. Porter, wherein I requested a revised billing. The bill as approved and attached is the revision, which also is in accord with certain corrections suggested by Mr. James P. Bartlett of the Accounting Division. The work included in this bill started on August 10, 1949 and was completed November 30, 1949.

Briefly reviewing our complex agreement with the City, I believe it would be in order to coordinate the payment of this with the final on our contract so that it will only be necessary to make one reconcilliation with the City.

F B Crandall

F. B. Crandall
Traffic Engineer

JAH/bv

Attachment

cc - W. C. Williams
I. A. DeFrance
James P. Bartlett
Val Johnson

COPY

CITY OF GRANTS PASS

Administrative Offices
City Hall Fourth and H Streets
Grants Pass
Oregon

February 21, 1950

State of Oregon Highway Dept.
Salem, Oregon

Attention: Mr. F. B. Crandall,
Traffic Engineer

Subject: Corrected Billing - Traffic Signal Work

Gentlemen:

In accordance with your request we have corrected the break-down of costs for trenching and conduit installation for the traffic signal project in Grants Pass. These changes were as suggested by Mr. Johnson in our detailed discussion of the costs on February 9th.

We are also attaching four copies of an agreement between the City of Grants Pass and the California Oregon Power Company wherein the right of attachment to street light poles is granted for traffic signal installations.

The new signals are meeting with enthusiastic approval, the only criticism being that the timing is too slow to allow for smoothly flowing traffic on Sixth Street. We feel that the 13 m.p.h. setting is too slow and hope that you can see your way clear to set up a new timing schedule that will permit a little faster movement of the vehicular traffic without too much sacrifice to the safety and convenience of pedestrians.

Very truly yours,

/s/ John F. Porter

John F. Porter
City Manager

JFP/mw
Encls.

RECEIVED
JAN 27 1950
FOR FILING

FORM E-20 15M 10-48 20967

[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

January 24th, 1950
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

1666

L

Dear Sir:

The Grants Pass Signal Job, Contract ~~#7012~~ 3102, was placed in operation sometime ago but it has never functioned properly mainly because the signal control equipment does not comply with specifications. Our head electrician, Mr. Betzer, was in Grants Pass last week and went over the project with the local contractor, Hollywood Electric of Grants Pass.

A copy of his report outlining the discrepencies in the installation is attached. The contractor has had but limited experience with signal installations and it is apparent he was unaware that the control equipment was inadequate. I would suggest that we contact Mr. Fred Waker of Portland, who is the local representative for the manufacturer of the signal equipment, and ask that they furnish the proper equipment in order that the signals meet specification and can be synchronized. It may be that the contractor should be furnished a copy of Mr. Betzer's report and he should contact Mr. Waker.

This manufacturer's equipment has given us trouble in our Portland and Eugene installations and we are being severely critized by the cities as they feel we should have had sufficient experience to specify and see that they get the proper equipment. For this reason I believe we should give the contractor some help in straightening out the system and disqualify the manufacturer from furnishing control equipment if he does not rectify it in short order.

Very truly yours

W O Widdows
W. O. Widdows
Ass't. Maint. Engineer

W. C. WILLIAM

WOW:blt
cc: Mr. Glen Roberts
Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. R. P. Betzer

Mr. Williams —

See your copy of letter to Hollywood Electric Co. dated 1/25

GHP

NOTED
W. C. WILLIAMS

ASSIGNMENT

No. 1666
By cw

e: 1-26-50

Description: Mr. Widdows' letter of 1-24-50, copies of Mr. 3102
Betzer's letter attached, re Grants Pass Signal Job, Contr. # [illegible]

Acknowledged by _ _ _ _ _ Referred to Paxson ✓ _ _ _ _ _ _ _ _ _ _

Investigate and report with recommendation
XX Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ signature
_ _

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Remarks: 1-26-50 mc

C
O
P
Y

FORM E-36X 15M 8-49 22204

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Portland
January 17, 1950

SUBJECT: Grants Pass Signal Installation
Contract No. ~~7212~~ 3102

To: Mr. W. O. Widdows
Assistant Maintenance Engineer
State Office Building
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

On Inspecting signals at Grants Pass I found the Contractor had given us a very neat and good looking job, but the control equipment failed to meet specification for the following reasons:

LOCAL CONTROLLERS

Page 13 specification total time cycle.

There is a variation in local controllers. Some when time cycle motor is set on 60 second cycle will turn at indicated speed, with master in or out of circuit. Others to obtain a 60 second cycle with master in circuit the timing dial motor must be set on a 35 second cycle, if set at 60 second cycle the local goes into a stall giving a total time cycle of 130 to 160 seconds. This condition does not meet with paragraph on variation on total time cycle on page 13, as it would be impossible to obtain a total time cycle of 35 or 40 seconds.

Page 14 RESYNCHRONIZING

Some locals were found resynchronizing on every other cycle turning one cycle at 59 seconds followed by a 61 second cycle.

Page 15 SIGNAL CIRCUIT and FLASHING NIGHT LIGHT

There is a momentary dark spot between light changes.

The flashing points are driven by time cycle motor which means any cycle change would also change rate of flash. At present some locals are flashing about 60 flashes and some about 30 flashed per minute.

Page 17 CONTROLLER MOUNTING

The connecting cable running from terminal block in cabinet to controller is securely fastened with strap before engaging disconnect jack, which would make it necessary to use hand tools to remove controller and also would mean shutting down master controller as well as local.

Page 10 MASTER CONTROLLER

Remote shut down switch shuts off only signal lights and leaves cycle motor running which has no purpose as systems is completely off including master controller. Cycle motor should stop on shut down switch.

Page 10 FUNCTIONS, ITEM 2

An attempt was made to vary the total time cycle by changing the master alone which immediately threw the entire system inao a stall, which gave us a total time cycle of 90 to 130 seconds. To obtain a 60 second cycle on master the cycle motor must be set at 55 seconds.

Page 11 VARIATION OF TOTAL TIME CYCLE

The master is equipped with cycle gears up to 60 seconds lacking gears up to 100 seconds as required.

The correction of the features mentioned above does not mean that the system will be accepted without further inspection as a thorough inspection has been impossible with the system in its present condition.

Very truly yours

R. P. Betzer /s/
Electrical Foreman

RPB;ej

COPY

FORM E-30X 15M 5-48 22304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland
January 17, 1950

SUBJECT: Grants Pass Signal Installation
Contract No. ~~7212~~ 3102

To: Mr. W. O. Widdows
Assistant Maintenance Engineer
State Office Building
Salem, Oregon

L

Dear Sir:

On inspecting signals at Grants Pass I found the Contractor had given us a very neat and good looking job, but the control equipment failed to meet specification for the following reasons:

LOCAL CONTROLLERS

Page 13 specification - total time cycle.

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COPY

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Page 11 Variation of Total Time Cycle

The master is equipped with cycle gears up to 60 seconds lacking gears up to 100 seconds as required.

The correction of the features mentioned above does not mean that the system will be accepted without further inspection as a thorough inspection has been impossible with the system in its present condition.

Very truly yours

R. P. Betzer (s/g)
R. P. Betzer
Electrical Foreman

RPB:ej

RECEIVED
JAN 27 1950
FOR FILING

17-1601

3102

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 25, 1950

Hollywood Electric Company
626 South Sixth Street
Grants Pass, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

Re: Grants Pass Traffic Signal
Installation, Contract 3102

Attached hereto is a report covering the inspection of the installation of the Grants Pass signals covered by our contract with you. You will note that we find the control equipment fails to meet the specification. Before this project can be accepted or further payment made thereon, it will be necessary that this equipment be replaced or modified to meet the specifications in all respects.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached
cc W. O. Widdows
W. C. Williams
G. E. Roberts
K. D. Lytle

FORM E-30X 15M 8-48 31908

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

COPY

Portland
January 17, 1950

SUBJECT: Grants Pass Signal Installation
Contract No. 7212

To: Mr. W. O. Widdows
Assistant Maintenance Engineer
State Office Building
Salem, Oregon

Dear Sir:

On inspecting signals at Grants Pass I found the Contractor had given us a very neat and good looking job, but the control equipment failed to meet specification for the following reasons:

LOCAL CONTROLLERS

Page 13 specification - total time cycle.

There is a variation in local controllers. Some when time cycle motor is set on 60 second cycle will turn at indicated speed, with master in or out of circuit. Others to obtain a 60 second cycle with master in circuit the timing dial motor must be set on a 35 second cycle, if set at 60 second cycle the local goes into a stall giving a total time cycle of 130 to 160 seconds. This condition does not meet with paragraph on variation on total time cycle on page 13, as it would be impossible to obtain a total time cycle of 35 or 40 seconds.

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The correction of the features mentioned above does not mean that the system will be accepted without further inspection as a thorough inspection has been impossible with the system in its present condition.

Very truly yours,

R. P. Betzer (s/g)
R. P. Betzer
Electrical Foreman

RPB:ej

RECEIVED
FEB 24
FOR FILING

17-1601

2102

February 23, 1949

Hollywood Electric Company
626 South Sixth Street
Grants Pass, Oregon

Gentlemen:

We are returning, herewith, your Certified Check No. 1129 in the amount of $835.00 which you submitted in lieu of a proposal bond with your bid for the Grants Pass traffic signals, which bids were opened in Portland on January 25.

Your contract has now been fully executed and a copy is in the Commission's files; therefore, the proposal check is being returned.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

RECEIVED
FEB 22 1949
FOR FILING

17-161

3102

February 21, 1949

Hollywood Electric Co.
626 South Sixth St.
Grants Pass, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3102 which was awarded to you on January 25, 1949 by the State Highway Commission, covering Grants Pass Traffic Signal System in Josephine County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

encl. 1

RECEIVED
FEB 22 1949
FOR FILING

171661

3102

February 21, 1949

City of Grants Pass
Grants Pass
Oregon

Attention: Mr. Morris Milbank

Gentlemen:

Reference is made to your letter dated January 17, 1949, addressed to the Oregon State Highway Commission, containing an offer of a supplemental agreement to that certain agreement entered into on October 20, 1948 between the State of Oregon, by and through its State Highway Commission, and the City of Grants Pass, for the erection and maintenance of a system of traffic controls. Pursuant to paragraph 6 of the above-mentioned letter, I hereby notify you that the State Highway Commission accepted your offer contained in said letter by calling for bids on January 25, 1949, for the "Proposal for Traffic Signal System in Grants Pass, Josephine County, Job No. 7212."

Enclosed herewith is a certified copy of contract No. 3102 for Traffic Signal System, Grants Pass, Josephine County, Job No. 7212, entered into on January 25, 1949 by and between the State of Oregon, acting through its State Highway Commission and the Hollywood Electric Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. GLAISYER
Secretary

CWE:MA
Encl:

RECEIVED
JAN 27 1949
FOR FILING

17-1601

3102

January 26, 1949

Hollywood Electric Co.
626 S. 6th Street
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on January 25, 1949, awarded you the contract for installation of seven sets of pedestrian and vehicular traffic signals in the City of Grants Pass. This award was based on your low bid of $16,699.80 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

cc - Mr. S. H. Probert

RECEIVED
JAN 17 1949
FOR FILING

77-1621

January 14, 1949

Grants Pass

Mr. John F. Porter
City Manager
Grants Pass, Oregon

Dear Sir:

Herewith plans and specifications for signals in your city. You will note that, in conformity with your conversation with our Mr. Reeves, there is provided, among other things, that the city will do all excavating and backfilling, including removal and replacement of roadway and sidewalk surfaces, and shall install all conduit, junction boxes and fittings without charge to the contractor.

The original agreement provided that the State would do this work, but, inasmuch as the city is installing a lighting system at the same time and one trench in the sidewalk and paving surfaces is sufficient for both the lighting system and signal system and inasmuch as the cable for the lighting system will be below the conduit for the signal system, it will be more economical to have the City do all excavating and backfilling.

We are including with this letter a supplementary agreement in triplicate which provides that one half the cost of this trenching and backfilling be charged to the lighting system, the other half of the cost to be divided equally between the State and the city. This is in conformance with the original agreement between the city and the state with the exception that the State was to do the work rather than the city. Under the original agreement the lighting would have been put in separately, and there would have been duplication of work in trenching as well as a duplication of costs.

We would like this agreement executed immediately in order that it may be returned to us before the date on which bids are to be received (January 25, 1949). Two copies are to be signed and returned to this office, one copy to be retained for the city's records. We are including an additional copy of the plans and specifications for such use as you wish.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

WAR:gm
cc G. S. Paxson
Legal Department

RECEIVED
OCT 26 1948
FOR FILING

17-1601

5102

Salem, Oregon
October 26, 1948

Mr. S. H. Probert
Office Engineer
OFFICE

Attached is an executed copy of an agreement with City of Grants Pass, providing for the installation of seven traffic signals on Sixth Street, which is also the route of the Pacific Highway.

A fully executed copy of this agreement has been mailed to the Mayor of Grants Pass, Mr. Glaisyer has retained the original copy for the Highway Commission files, and an unexecuted copy is being sent to Mr. F. B. Crandall of the Traffic Engineering Division.

L.H. Warfield

LHW:jk
Att:

Salem, Oregon
October 26, 1948

Mr. F. B. Crandall
Traffic Engineer
OFFICE

Attached is an unexecuted copy of an agreement with the City of Grants Pass, providing for the installation of seven traffic signals on Sixth Street, which is also the route of the Pacific Highway.

A fully executed copy of this agreement has been mailed to the Mayor of Grants Pass, Mr. Glaisyer has retained the original copy for the Highway Commission files, and an executed copy is being sent to Mr. S. H. Probert, Office Engineer.

L. H. Warfield

jk
Att:

RECEIVED
FOR FILING

17-1601

3102

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

October 22, 1948
Salem, Oregon

SUBJECT: Grants Pass Signal Installation

To:

Mr. W. C. Williams

On October 19 we received from E. N. McKinstry, City Manager Pro Tem of Grants Pass, a letter with regard to our discussions for the traffic signal installation from which I quote the following:

"In reference to your letter of October 11th, our attorney feels that we should have some evidence that the State Highway Commission has signed the agreements which were forwarded to you before the City sends the check for the amount of $10,020,00. If you will please forward this evidence to me, we will be able to complete the negotiations so that the contract can be let at the next meeting of the Highway Commission."

I offer this to you as information which you may wish to have at your disposal for the forthcoming commission meeting, when it is my understanding the commission will sign the agreements.

F. B. Crandall
Traffic Engineer

JAH:mmh

cc: Val Johnson

RECEIVED
FOR FILING
17-1601
3103

October 14, 1948

Memorandum to the State Highway Commission

Attached for your approval are three copies of an agreement with the City of Grants Pass providing for the installation of seven traffic signals on Sixth Street, which is also the route of the Pacific Highway.

On September 24, 1946, the Commission originally approved the installation of these signals, as shown on page 13350 of the minutes. At that time the estimated total cost was $20,000. The total estimated cost is now set at $32,000, of which it is estimated that $15,280 is to be borne by the state and $16,720 by the city. The additional cost to the city above the normal fifty percent basis is due to the fact that the city is installing higher poles than would ordinarily be required and they are paying for this added expense.

The agreement has been signed by city officials, by Mr. W. C. Williams, Assistant State Highway Engineer, and George W. Neuner, Assistant Counsel.

Secretary

FAQ:dr
Enc.

cc - Mr. Floyd Query

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FOR FILING

17-16-1

3107

File

Salem, Oregon
August 24, 1948

Mr. J. M. Devers

In September, 1946, the State Highway Commission approved the entering into of an agreement with the City of Grants Pass covering installation of traffic lights, the cost to be shared equally by the State and City. The estimated cost of the signals was $26,000, or $13,000 to each participant.

In ~~October~~ July, 1947, you prepared a form of agreement but the agreement form was not executed as the City of Grants Pass advised the Commission subsequently that they would have to postpone the installation as they did not have sufficient funds at that time. In October, 1947, the Commission reviewed the request for postponement and agreed to postpone the work until such time as the City had funds for its cooperation.

We are now advised by the City of Grants Pass they it has sufficient funds to complete the project, but due to some changes in the original plans and a larger estimated cost it will be necessary to draw a new form of agreement. I return herewith two copies of the former agreement you prepared with the request that you revise it to include the following facts:

The total estimated cost of the project is $32,000 but it has been agreed that the City will make arrangements for the erection of the necessary poles to support the traffic signals, making direct payment for such erection to The California Oregon Power Company in a total amount of $6,700. Of this amount it is agreed that the City of Grants Pass will pay $4,070 and the State Highway Commission will pay $2,630. The reason for the higher cost to the City is that they are placing some longer poles than required for the traffic signals so that they may also place street lights on the same poles. They are paying the additional cost of the longer poles. The cost of purchasing and installing the signal system, exclusive of the poles, is $25,300 and this cost is to be shared equally by the State and City so that the final approximate cost to each will be $15,280 to the State and $16,720 to the City.

It is further agreed that the City will deposit with the State an amount estimated to be 50% of the total cost. Their estimated cost is $16,700 but they will spend $6,700 for the poles installation so that an additional $10,000 shall be deposited by the City.

When the agreement form has been executed, the deposit made, then the State will call for bids for the erection of the traffic signals and complete the installation.

All other matters as set forth in the original agreement should be included in the new agreement form.

This may appear to be a rather complicated set-up and if I can furnish any additional data to aid you in preparing the agreement form, please let me know.

W. C. Williams

WCW/ds
Encl.

FORM E-125X 10M 7-46

RECEIVED
AUG 26 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
M. R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

12-1601

3102

August 23, 1948

NOTED
W. C. WILLIAMS

Mr. C. D. Ham
Lighting Sales Engineer
Westinghouse Electric Corp.
309 S.W. Sixth Avenue
Portland 4, Oregon

Subject: Union Metal Mono-tubes
for Grants Pass, Oregon
Traffic Signal Installation

Dear Mr. Ham:

In reply to your letter of the 20th of August in regards to size and weights of Mono-tubes that will be required for the installation of traffic signal and street lights for the City of Grants Pass, the following are required:

1. 30 foot Mono-tube pole jointly used for street lights and traffic signals shall be thirty feet overall heighth and made from three gauge metal with 10-5/8 inch base, using four hooked anchor bolts with nuts, sixty inches in length and made from 1¼ inch round steel.

2. 24 foot Mono-tube (strain pole) shall be twenty four feet overall heighth and made to carry at right angle at a maximum load of 745 pounds (3 gauge metal) using a 10¼ inch base with four hooked anchor bolts with nuts, sixty inches in length and made from 1¼ inch round steel.

All 24 foot Mono-tubes (strain poles) shall have 3 x 5 inch hand hole with cover, plus pole top cap.

Hope this information is satisfactory and clarifies your questions.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

By J. Al Head
J. Al Head
Acting Traffic Engineer

PHM:ch

cc: W. C. Williams ✓
Val Johnson

FORM 5-30 25M 5-46 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 20, 1948

SUBJECT: Ref. Grants Pass Traffic Signal Installation

To:

Mr. J. Al Head

As per request, cost estimates for the traffic signal installation at Grants Pass. Estimates are as follows:

Total Cost of Installation	$31,975.00 ✓
Total Cost of Installation less Poles	25,272.00 ✓
Cost of fourteen (14) thirty (30) foot poles	2,947.56
Cost of fourteen (14) twenty five (25) foot poles	1,890.00
Cost of fourteen (14) thirty (30) foot poles installed	4,071.00
Cost of fourteen (14) twenty five (25) foot poles installed	2,632.00

included

Total cost to the State Highway Department with poles in place is as follows:

One half (½) of $25,272.00 (poles in place)	12,636.00
Cost of twenty five (25) foot poles installed	2,632.00
Total Cost of Installation to the State	$15,268.00
Total Cost of Installation to the City	$16,707.00
½ of $25,272.00	$12,636.00
30' poles installed	4,071

PHM:ch

P. H. Michael

C
O
P
Y

CITY OF GRANTS PASS

August 19, 1948

Mr. F. B. Crandall, Traffic Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Crandall:

In working out the joint deal with the California Oregon Power Company, it was our opinion that from their standpoint as well as the City's, it would be better for them to own and maintain all of the standards including the 14 traffic signal standards which carry street lights. On this basis, the City would be paying for the 14 combination standards on a rental basis. It, therefore, seemed logical that the State Highway Commission should pay for the 14 strain poles, to complete the traffic signal installation.

Enclosed is a copy of a letter to the power company which sets out the agreement between them and the City. Before writing this letter, I called your office to find out if it would be agreeable with the State for them to purchase the 14 strain poles. The man to whom I talked felt sure that that would be agreeable. In order to expedite the purchase of materials, the City in this letter, has agreed to reimburse the power company for both the purchase and the installation of the strain poles feeling confident that the Highway Commission's agreement with the City would protect them.

Mr. Hamm of Westinghouse Electric Company assisted me in writing the specifications for the various standards listed in the letter to the power company. Will you please check these specifications carefully and see if they meet with your approval. It is my understanding that the power company will purchase this equipment through Westinghouse Electric Company, and Mr. Hamm will call you on the telephone regarding the equipment before the actual order is placed.

If you should find anything out of line with any part of this order or the agreements that we have made in your behalf or in ours, will you please notify me immediately so that corrections can be made before the order is placed.

Very truly yours,

C. V. SIGNOR
City Manager

CVS ef
Encl.

NO
J. AL

C
O
P
Y

August 19, 1948

Mr. W. Moyer, Manager
California Oregon Power Company
209 North Sixth Street Street
Grants Pass, Oregon

Dear Mr. Moyer:

This is your authority to purchase all materials and to proceed with the installation of a street lighting system together with the purchase and installation of certain other standards to be used in connection with the traffic signal installation.

To complete the system as agreed between the California Oregon Power Company and the Common Council of the City of Grants Pass, will require the furnishing of the following materials:

(1) 50 each Westinghouse Style 137064 OV-20 Luminaires equipped with Style EH-1 21,000 lumen lamps complete with 50 Style 980800 Transformers, or equal, to provide and maintain not less than 8/10 foot candle average between standards.

(2) 36 each Mono-tube standards of a type as manufactured by the Union Metal Manufacturing Company, Type 6401-Y38, or equal. The standards shall be complete with top ornament and simplex arm attachement and transformer base.

(3) 14 each 30 foot Mono-tube standards jointly used for street lights and traffic signals as manufactured by the Union Metal Manufacturing Company similar to Type 6401-Y38 except made of 3 gauge metal, complete with transformer base, pole top ornament and simplex arm attachment, or approved equal.

(4) 14 each 25 foot traffic signal strain poles to be of Mono-tube type manufactured by the Union Metal Manufacturing Company, of three gauge metal, and equipped with standard anchor rod type base, or approved equal.

Items 1, 2, and 3 will be purchased, installed, and maintained by the California Oregon Power Company and rented to the City of Grants Pass according to an agreement between the City and the California Oregon Power Company, which agreement shall be modified or corrected as to monthly rental rate after all costs are determined.

Item Number 4, the 25 foot signal standards are to be purchased and installed by the California Oregon Power Company, and the California Oregon Power Company is to be reimbursed in cash for both the purchase and installation costs by the City of Grants Pass.

This letter of authorization to the California Oregon Power Company is given with the understanding that materials will be ordered immediately and that the installation will be made within a reasonable time after delivery of said materials.

Very truly yours,

C. V. SIGNOR
City Manager

CVS ef

RECEIVED
MAY 23 1947
FOR FILING

17-1601

3102

May 21, 1947

Mr. C. V. Signor
City Engineer
Grants Pass, Oregon

Dear Mr. Signor:

In connection with planned signalization project in Grants Pass I understand that in preparing the state-city agreement there is some concern on the part of the city with respect to that stipulation in the matter of timing schedule and the control to be exercised on the part of this department.

This particular form of agreement follows the standard pattern which has been used in other state-city cooperative signal projects and has worked out very satisfactorily. The control of the timing schedule on the part of our department is solely to forestall any method of operation which would be in gross conflict with recognised good practice as set forth in the Manual of Uniform Traffic Control Devices. I can assure you that the city's desires in the manner of operation will be acceded to in the way of minor changes and timing schedule, and full consideration will be given to any revisions which are practical and in accord with the best interests of all concerned.

To point out example of an operating schedule which would definitely be out of line with recognised good practice, it has been requested in past instances that fixed-time signals be operated as such throughout 24 hours of the day rather than putting the signals on flashing operation during night hours when traffic is at low ebb. The Manual of Uniform Traffic Control Devices sets a certain definite level of traffic volume at which point change should be made from fixed-time to flashing operation. In any particular instance, then, this time of change over would be determined from actual traffic counts. We would not take any great issue on the exact hour the change over should be made. We merely wish to hold to the general principle that there is a certain period between late evening and early morning when signals should be on flashing operation.

I trust I have clarified this situation and that the city may see fit to approve the agreement as drawn.

Very truly yours,

aj
cc: J. M. Devers
F. B. Crandall

R. H. Baldock
State Highway Engineer

FORM H-128X 5M 7-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
MAY 3 1947
FOR FILING

17-1601

3102

April 30, 1947

NOTED

Mr. W. W. Balderree
City Attorney
Grants Pass, Oregon

Dear Mr. Balderree:

This will acknowledge receipt of your letter of April 29, regarding proposed signal installation in the City of Grants Pass.

As to Paragraph I of "Things To Be Done By The City", on Page 4 of the Agreement, permit me to state that I cannot concur in the views which you express. Section 115-310, O. C. L. A., as amended, contemplates something greater than the mere physical type or physical location of a traffic signal. It seems to the writer that the Legislature certainly would not have intended to have a uniformity of the physical type or physical location of traffic signals without having in mind and providing for a uniformity as to the operation of signals.

As said by the Supreme Court in Winters vs. Bisaillon, 152 Or. 578 (54 P. (2d) 1169), 1936,

> "It would be a sad commentary on the wisdom of electorate if we should hold that the movement of a citizen of the state or a traveler from abroad was subject to the whim of every municipality, great or small, between the Columbia river and the California line as to the rate of speed he should drive and the care he should exercise for the protection of others lawfully using the public highway."

As a practical matter, the Commission has had the confidence and cooperation of the various cities in which traffic signals have been installed except in a few instances where some city employee has determined that he knew more than those qualified in the field and has caused confusion in setting the signals.

I would appreciate your reconsidering this matter and trust that you can conscientiously advise the Council that the Agreement is satisfactory as submitted.

As to the depositing of the money prior to July 1st, will state that it has been the policy of the Commission to withhold installing signals or to award bids for installation until the city's portion of the project has been deposited. I am advised by our Traffic Engineer that they are presently putting the "finishing touches" on the specifications

However, it would be satisfactory to withhold calling for bids on this project until the June meeting of the Commission which is presently scheduled for June 22 and to withhold the award until such time as the City's share is deposited with the Commission.

I trust that this solution to the other phase of the problem is satisfactory and will accord with the fiscal problems of the city.

Yours very truly,

J. M. DEVERS

By

G. W. NEUNER
Assistant Counsel

GWN:PJW

cc: R. E. Baldock
F. B. Crandall

RECEIVED
APR 7 1947
FOR FILING

17-1121
3102

April 5, 1947

Hon. J. A. Wharton, Mayor
City of Grants Pass
Grants Pass, Oregon

Dear Mr. Wharton:

Enclosed for acceptance and execution by the City of Grants Pass are original and duplicate copies of a form of agreement between the city and the State Highway Commission covering the installation of traffic signals at street intersections along 6th Street in your city. Also enclosed is one set of drawings pertaining thereto.

If this agreement meets with your approval will you kindly sign in behalf of the city, also have the City Recorder attest your signature and affix the city's seal to both copies. When this is done kindly return both copies to me for further handling, together with the city's check in the amount of $13,000 mentioned in the general conditions and obligations on page 4 of the agreement.

When the agreements have been signed by the State Highway Commission I shall be pleased to furnish the city one fully executed copy for its records and files.

If you wish you may retain for the city's records the attached drawing.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:dr
Enc.

cc - Ralph Eggstaff
F. B. Crandall

RECEIVED
OCT 17 1946
FOR FILING

17-1601
2102

Salem, Oregon
October 15, 1946

Mr. F.B. Crandall, Acting Traffic Engr.

SHOPS

The following is an excerpt from the minutes of the Commission meeting held on September 23rd and 24th regarding the request from the City of Grants Pass and the Grants Pass Lions Club for the installation of traffic signals at a number of intersections along 6th Street, Grants Pass:

> "The Commission discussed requests from the City of Grants Pass and the Grants Pass Lions Club for the installation of traffic signals at seven or eight intersections along 6th Street, Grants Pass, route of the Pacific Highway, because of the hazards that exist by reason of the large volume of automobiles, trucks and pedestrians that use this thoroughfare. The Engineer advised that this matter has been investigated by the Traffic Engineer, who recommends the approval of the project, which is estimated to cost approximately $20,000, and that he concurs in the recommendation subject to the usual requirements that the city pay 50 percent of the original installation, will maintain the signals, and will furnish the electrical energy to operate the signals at no cost to the state. The Commission approved the recommendation unanimously."

You will note that the Commission approved this installation on the conditions that the city will pay one-half of the cost of the original installation, 100 percent of the cost of maintaining the signals, and will furnish the electrical energy to operate the signals at no cost to the state. In accordance with our original understanding, this work is to be put on contract because of the high cost involved. You will, therefore, prepare plans and specifications so that the project can be advertised at the earliest possible time.

State Highway Engineer

RHB-HBO/w

Please have Grants Pass
sign contract with state
and post check to cover half
of cost when bid is received.

RECEIVED
OCT 1 1 1946
FOR FILING

17-1601

2102

Grants [illegible]

Agenda Item 5-f-1
September 23 and 24, 1946

September 30, 1946

Mr. Clyde Fields
Fields Hotel
Grants Pass, Oregon

Dear Mr. Fields:

Reference is made to your letter of September 20 urging the installation of traffic signals along Sixth Street, route of the Pacific Highway, in your city.

I am pleased to inform you that the State Highway Commission, at its last meeting, authorized such an installation provided the City of Grants Pass will pay 50 percent of the cost, will maintain the signals, and will furnish electrical energy to operate them without cost to the state.

Thank you for your interest in the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co 10/2

Agenda Item 5-f-1
September 23 and 24, 1946

September 30, 1946

Mr. Geo. T. Spencer
P. O. Box 350
Grants Pass, Oregon

Dear Mr. Spencer:

Reference is made to your letter of September 20 urging the installation of traffic signals along Sixth Street, route of the Pacific Highway, in your city.

I am pleased to inform you that the State Highway Commission, at its last meeting, authorized such an installation provided the City of Grants Pass will pay 50 percent of the cost, will maintain the signals, and will furnish electrical energy to operate them without cost to the state.

Thank you for your interest in the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 10/2

Agenda Item 5-f-1
September 23 and 24, 1946

September 30, 1946

Mr. and Mrs. F. W. Bicter
511 W. Rogue River Avenue
Grants Pass, Oregon

Dear Mr. and Mrs. Bicter:

Reference is made to your letter of September 19 urging the installation of traffic signals along Sixth Street, route of the Pacific Highway, in your city.

I am pleased to inform you that the State Highway Commission, at its last meeting, authorized such an installation provided the City of Grants Pass will pay 50 percent of the cost, will maintain the signals, and will furnish electrical energy to operate them without cost to the state.

Thank you for your interest in the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 10/2

Agenda Item 5-f-1
September 23 and 24, 1946

September 30, 1946

Mrs. Bennie Griffith
650 North Third Street
Grants Pass, Oregon

Dear Mrs. Griffith:

Reference is made to your letter of September 20 urging the installation of traffic signals along Sixth Street, route of the Pacific Highway, in your city.

I am pleased to inform you that the State Highway Commission, at its last meeting, authorized such an installation provided the City of Grants Pass will pay 50 percent of the cost, will maintain the signals, and will furnish electrical energy to operate them without cost to the state.

Thank you for your interest in the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 10/2

Agenda Item 5-f-1
September 23 and 24, 1946

September 30, 1946

Hon. J. A. Wharton, Mayor
City of Grants Pass
Grants Pass, Oregon

Dear Mr. Wharton:

The State Highway Commission, at its last meeting, had under discussion the installation of traffic signals at a number of intersections along Sixth Street, route of the Pacific Highway, in your city, and I am pleased to inform you that the Commission has authorized such installations subject to certain conditions.

As a prerequisite, the Commission will require the City of Grants Pass to pay 50 percent of the cost of the original installation, the city's share of this expense to be paid in advance. The city will also be required to maintain the signals and to furnish electrical energy to operate them free of cost to the state. An agreement between the city and the state is now being prepared in conformity with these conditions and will be sent to you shortly for execution.

As soon as the details have been worked out the Commission will advertise the project for bids and will award the contract if a satisfactory bid is received. The matter will be expedited so that the installation can be completed at the earliest possible time.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:sc 10/2
cc - Mr. F. B. Crandall

~~[illegible]~~

~~[illegible]~~

Would grants Pass

Lights offered -

agreement to be prepared shortly

pending city buy 50% - percent

price & maintain -

job will be continued S.A.P.

Agenda Item 5-f-1
September 23 and 24, 1946

September 30, 1946

Mr. K. M. Bremner, Secretary
Grants Pass Lions Club
Grants Pass, Oregon

Dear Mr. Bremner:

The State Highway Commission, at its recent meeting, had under discussion the installation of traffic signals along Sixth Street in your city at some seven or eight intersections.

I am pleased to inform you that the Commission approved such installations subject to certain conditions, which include the following:

The City of Grants Pass shall agree to pay 50 percent of the cost of the original installation

The City shall also furnish electrical energy to operate the signals and shall maintain the signals after they are installed

A form of agreement is now being prepared between the City of Grants Pass and the State Highway Commission covering these points. When this is executed by both parties it is planned to advertise the project for bids. If a satisfactory bid is received, the Commission will authorize the contracting of the work, which it is hoped will be undertaken immediately thereafter.

I thought you would like to receive this information.

Respectfully yours,

HBG:ee 10/1
cc - Mr. F. B. Crandall

Secretary
OREGON STATE HIGHWAY COMMISSION

P. S. This will serve as an answer to your letter of September 27 directed to Mr. Baldock, which was received in today's mail.

H.B.G.

GRANTS PASS
INTERNATIONAL
LIONS
CLUB
LIBERTY ◆ INTELLIGENCE ◆ OUR ◆ NATIONS ◆ SAFETY

GRANTS PASS, OREGON

September 27, 1946

Mr. R. H. Balldock,
State Highway Engineer
Capitol Building
Salem, Oregon

Dear Mr. Balldock:

The Lions Club of Grants Pass wishes to express its appreciation to you and the members of the Oregon State Highway Commission for the favorable consideration given the matter of installing traffic control signals on Sixth Street (Pacific Highway) in Grants Pass.

We wish to again offer the suggestion that installation of these signals should be made as soon as possible, all factors considered, as we have pointed out, and we know you are fully aware of the need for some form of control which is urgently needed in our community.

Very truly yours,

K. M. Bremner
Secretary

KMB:lw

RECEIVED
SEP 30 1946
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

GEORGE T. SPENCER, Prop.
TELEPHONE 101

Blind George's News Stand

WHOLESALE AND RETAIL
MAGAZINES AND NEWSPAPERS

P. O. BOX 350
GRANTS PASS, OREGON

RECEIVED
OCT 11 1946
FOR FILING

Sept 20, 1946

T. Harry Banfield
Sec. State Highway Commission
Salem, Oregon

Dear Sir,

Two weeks ago to-day I was knocked down and dragged for twenty five feet here in the center of this city. I am writing to you to ask your help in our city obtaining traffic lights.

As a result of the injury I received I am still bed fast. I just returned from a trip south to get my guide dog. Lucky, she was not hit.

I will appreciate any help you may give us in this matter.

Yours truly, Geo T. Spencer
by L.R.

Grants Pass, Oregon
Sept. 20 - 1946.

Mr. T. Harry Banfield, Secretary
State Highway Commission, Salem, Ore.

Dear Mr. Banfield,

There exists in our city, an extreme danger to pedestrians and motorists alike on our main street by the reason of the great volume of automobiles and pedestrians using this thoroughfare. This danger will continue to exist until signal lights are installed to control this traffic.

This critical traffic situation is alarming - and I as a citizen + voter in Grants Pass, urge you to consider this problem at your next meeting Sept. 24th.

Yours - for Safety -
Mrs. Bennie Griffith
650 No. 3rd St.

NOTE TO Mr. Baldock
DATE [illegible]

Grants Pass, Oregon
Sept. 20 - 1946.

Mr. T. Harry Banfield, Secretary
State Highway Commission, Salem, Ore.

Dear Mr. Banfield,

There exists in our city, an extreme danger to pedestrians and motorists alike on our main street by the reason of the great volume of automobiles and pedestrians using this thoroughfare. This danger will continue to exist until signal lights are installed to control this traffic.

This critical traffic situation is alarming - and I as a citizen + voter in Grants Pass, urge you to consider this problem at your next meeting Sept. 24th.

Yours - for Safety -
Mrs. Bennie Griffith
650 No. 3rd St.

NOTE TO [illegible]
DATE [illegible]

Fields Hotel
Grants Pass Ore.
Sept. 20th 1946

Mr Harry Banfield
Sec. State Hiway Commisson
Salem Oregon.

Dear Mr Banfield.

NOTE TO [illegible]
DATE [illegible]

I am writeing you to ask if you would use your influence toward getting traffic signals on congested intersection of Hiway No. 99 through the buisness sections in Grants Pass Ore. I suppose you are aware of the condition that exists here and from a safty stand point something should be done. The Moterist as well as the pedistran dont know what to do at times upon reaching the intersections, both seem to just have to take a chance which in turn causes a very hasardous condition. This seems to be a very nessisary improvement for the protection of every body concerned. any thing you do I asure you will be appreciated by all.

Yours Very Truly

Clyde Fields.

AGENDA
SEP 23 1946

GRANTS PASS
LIONS INTERNATIONAL CLUB
LIBERTY • INTELLIGENCE • OUR • NATIONS • SAFETY

GRANTS PASS, OREGON

REFERRED TO
Mr. Glaisyer
By Chief Engineer

Agenda

September 19, 1946

Oregon State Highway Commission
Grants Pass, Oregon

Attention: Mr. R. H. Balldock, State Highway Engineer

Gentlemen:

The following resolution of the Grants Pass Lions Club is presented you for your consideration:

"Be it resolved that the Board of Directors of the Grants Pass Lions Club, at its regular meeting on September 18, notify at once the Oregon State Highway Commission that there exists an extreme danger to pedestrians and motorists alike during the hours of 6:00 A.M. and 7:00 P.M. on the thoroughfare known as North and South Sixth Street in Grants Pass and which thoroughfare is a part of the State Highway System and

That this danger arises by reason of the great volume of automobiles, trucks and pedestrians using this thoroughfare during the aforementioned hours and that such danger continues to exist and will continue to exist until such time as appropriate and satisfactory signal lights are installed on the thoroughfare for the control of said vehicular and pedestrian traffic, and that

Be it further resolved that it is the considered judgment of this Board and its members that such action as can be taken by the Oregon State Highway Commission for the immediate relief of this condition by installation of traffic signals should be taken and that competitive bids should be the governing factor with time the essence thereof. The Secretary is instructed to publicize this action in all local Grants Pass newspapers and over Radio Station KUIN for the information of the citizens of the community."

The seriousness of the situation which gave rise to approval of the foregoing resolution is best known to the residents of this community who are concerned with the safety of our children now that school has begun.

Your favorable consideration of our action will be greatly appreciated.

Very truly yours,

K. M. Bremner
Secretary

KMB:lw

RECEIVED
SEP
OREGON
STATE HIGHWAY COMMISSION

Grants Pass Ore,
Sept. 19-46

Mr T. Harry Banfield
Sec. of State Highway
Salem, Oregon.

NOTE TO Reiter
DATE 9/30

Dear Sir. We the undersigned of Grants Pass, Ore for some twelve years, we have seen the steady increase of traffic upon the Pacific highway.

We live on west side of town and find it most impossable to cross sixth street with car or otherwise to do business. It is not fair to the older folks to have to stand on street corners waiting, waiting, and waiting for an opertunity to get across. it may be alright for younger people to take the chance but not those not so fortunate.

As tax payers we feel it very necessary to have light system to eliminate the extreme danger destrian and motorist alike on Sixth Street, due to the great volume of automobiles, trucks and pedestrians using this thoroughfare, such dangers continue to exist and will continue to exist untill such appropriate and satisfactory signal lights are installed.

Our own safety as well as our neighbors is at stake, Are you willing to do your part to help humanity? If not, may God have mercy on your soul.

Yours truly

Mr and Mrs F. W. Ricter
511 W. Rogue River ave.
Grants Pass
Ore.

to the account of ____________ $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

AGENDA
SEP 13 1946

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG SEPT 12 1946

J A WHARTON
MAYOR
GRANTS PASS ORG

RETEL SEPT 12. MATTER SIGNAL INSTALLATION GRANTS PASS TO BE CONSIDERED BY HIGHWAY COMMISSION MEETING SEPT 24. IF APPROVED, POLICY OF COMMISSION IS TO PREPARE PLANS AND SPECIFICATIONS AND MAKE INSTALLATION BY CONTRACT AFTER RECEIPT OF COMPETITIVE BIDS OR BY STATE FORCES, CITY TO REIMBURSE STATE FOR ONE HALF OF COST. DO NOT BELIEVE HIGHWAY COMMISSION WILL APPROVE YOUR SUGGESTED PROCEDURE.

R H BALDOCK

is a full-rate telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(52)

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRB233 61 GRANTS PASS ORG 12 227P

R H BALDOCK=

STATE HIGHWAY ENGINEER

1946 SEP 12 PM 2 55

PLEASE REFER TO CITY MANAGERS LETTER OF AUGUST EIGHTH FOR WHICH WE HAVE RECEIVED NO REPLY STOP WILL YOU SANCTION INSTALLATION OF TRAFFIC LIGHTS AS APPROVED BY YOUR TRAFFIC DIVISION FOR SIXTH STREET STOP LIGHTS TO BE PURCHASED BY CITY INSTALLED BY LOCAL CONTRACTOR AND YOU PAY ONE HALF OF COST STOP AM SEEKING INFORMATION FOR CITY COUNCIL MEETING TONIGHT SIGNED=

J A WHARTON MAYOR.

NOTE TO

SUGGESTIONS FROM ITS PATRO

AGENDA
SEP 23 1946

5. f. 1.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

September 16, 1946
Salem, Oregon

SUBJECT: Grants Pass Signals

To:

R. H. Baldock
Office Building

REFERRED TO
Mr. Glaisyer
By Chief Engineer
Agenda

In connection with Grants Pass signals, as I indicated to you in our verbal conversation, we are in the process of preparing necessary plans. The layout for proposed installation has not sufficiently progressed as to provide detailed cost estimate. The installation involves some 7 to 9 intersections--the exact number hinges on further study to be made.

It is my understanding you wish to place this matter on the agenda of the forthcoming commission meeting for their consideration on the basis of 50-50 cost distribution as between city and state and as regards capitol outlay, with, as usual, city committed to maintain and stand cost of electrical energy. For the purpose of the commission's consideration, based on similar installations in the past, the job in round numbers will run to some $20,000. I trust this is a sufficiently close figure for the commission's consideration of the matter at this time.

F B Crandall
F. B. Crandall
Acting Traffic Engineer

FBC:JH

M

28-1103 Biggs - Wasco Sec. of the 1949
Sherman Hwy.

#3103

RECEIVED
OCT 31 1949
FOR FILING

Baldock

28-1103

3103

October 10th, 1949

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Biggs-Wasco Section Leonard & Slate Oregon Ltd., Contractors Sherman Highway
Prefix 28-1103-20(46) Dean Swift, Resident Engineer Contract #3103

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$226.40	$500.00
Struct. Excav., Unclass.	1.8	Cu. Yd.	2.10	5.00	3.78	9.00
Gen'l. Excavation, Unclassified	23,583.7	" "	1.335	0.95	31,485.61	22,404.52
Short Overhaul	14,975	Yd. Sta.	0.028	0.02	421.00	299.50
Long Overhaul	447.1	C-Yd. Sta.	1.40	1.00	628.48	447.10
Finishing R/B & Slopes	0.52	Mile	1508.46	1000.00	784.40	520.00
18" Corr. Metal Pipe	120	Lin. Ft.	3.04	4.50	364.80	540.00
Hand Placed Rock Slopes	893.2	Sq. Yd.	0.58	2.50	521.40	2,233.00
*Shoring, Cribbing Etc.	All			500.00	525.00	500.00
*Excav. for Structure	75.1	Cu. Yd.	15.75	15.00	1,182.83	1,126.50
*Excav. Below Elev. Shown	4.6	" "	15.75	15.00	72.45	69.00
*Class "A" Concrete	94.19	" "	63.00	60.00	5,933.97	5,651.40
*Metal Reinforcement	23,510	Lb.	0.126	0.12	2,962.26	2,821.20
*Metal Rail	150	Lin. Ft.	10.50	10.00	1,575.00	1,500.00
*Removal of Old Bridge	All				1,575.00	1,500.00
Gravel in Base	2,049	Cu. Yd.	1.26	1.50	2,581.74	3,073.50
Place Crushed Mat'l. in Leveling Course and Shoulders	782	" "	0.59	0.80	461.38	625.60
Haul Leveling Course and Shoulder Mat'l.	3,266.5	Yd. Mi.	0.16	0.30	522.64	979.95
Sprinkling	97.5	M/Gal.	3.20	3.00	312.00	292.50
ØPreparation of Base	0.46	Mile	1050.00	1000.00	483.00	460.00
ØPlacing Aggregates	304	Cu. Yd.	3.15	3.00	957.60	912.00
ØHauling Aggregates	1,152	Yd. Mi.	0.315	0.30	362.88	345.60

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
øFurnish & Place 151-200 Asphalt	25.8	Ton	$57.75	$55.00	$1,489.95	$1,419.00
*PA #1, Cement Adjustment, Favor of Contractor	4.15	Bbl.	4.21	4.21	17.47	17.47
					$55,451.04	$48,246.84

* Subcontracted to Va Dare Construction Company.

ø Subcontracted to O. C. Yocom Company.

Total Cost	$55,451.04
Gross Revenue	48,246.84
Net Loss	$ 7,204.20

Net Loss Equals 14.9% of Gross Revenue

Biggs-Wasco

Detail of Cost

Labor:			
Supervision		$1,940.50	
Labor		13,586.30	
State Industrial Accident Insurance		397.80	
Unemployment Insurance		381.76	
Social Security		155.27	
			$16,461.63
Materials:			
18" Corr. Metal Pipe	120 lin. ft. at $2.23	$267.60	
18" " " " Bands	4 each " 3.40	13.60	
			281.20
Equipment Rental & Miscellaneous:			
Equipment Rental		$15,086.00	
Rented Equipment		75.90	
Gas, Oil & Grease		2,121.54	
Explosives		1,165.05	
P.U.C. Fees		205.06	
Freight & Cartage		1,111.54	
Small Tools & Miscellaneous		795.44	
Bond		378.11	
Home Office & General Overhead		1,447.40	
			22,386.04
Subcontract on Structure			13,185.57
Subcontract on Oiling			3,136.60
Total Cost			$55,451.04

Remarks:

This was a "State Project" bid and awarded to the contractor on January 25th, 1949, and consisted of the grading, rocking and oiling of 0.52 mile of highway roadbed and the construction of one reinforced concrete bridge. The grading consisted of two cuts, one from M.P. 0.10 to M.P. 0.33 and one from M.P. 2.38 to M.P. 2.65. The material from the first cut, M.P. 0.10 to 0.33, consisted of dirt and boulders, some of which ran as high as two to three cubic yards in size, while the material from the second cut, M.P. 2.38 to M.P. 2.65, was solid rock, all of which required extensive shooting.

Equipment used by the contractor on grading consisted of one 3/4 cubic yard shovel, two 5 cubic yard dumptors, one 315 compressor, one #12 grader, one roller, one D8 tractor and dozer, two jackhammers, one wagon drill and one pickup.

The 3/4 cubic yard shovel used on the project was entirely too small for the class of material moved and was the main reason for the large loss. While the small yardage involved did not justify too much equipment, a larger shovel would have reduced the time required in moving the material and would have more than offset the additional rentals involved. Fair progress was made on the dirt and boulder cut as the large boulders could be moved by cat and dozer, but the rock cut was hard to handle due to the high face of the cut.

The gravel base and crushed surfacing was hauled by hired trucks and placed and shaped with the contractor's equipment at a fair profit.

Construction of the reinforced bridge structure was subcontracted to the VaDare Construction Company at the bid prices and the oiling items were handled by the O. C. Yocom Company.

This project was well handled and labor costs were low, but the average costs for excavation were extremely high due to inadequate equipment and the project showed a considerable loss.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
OCT 4 1949
FOR FILING

28-1103

3103

October 4, 1949

Great American Indemnity Co.
Wells, Reed & Hutchings, Agents
Failing Bldg.
Portland 4, Oregon

Gentlemen:

This is to advise you that State Highway Contract No. 3109 for work on the Biggs-Wasco Section of the Sherman Highway in Sherman County, has been completed by the contractor, Leonard & Slate Oreg.Ltd., and that final payment in the amount of $1,396.56 will be made on or after October 14, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $48,246.94 and that no force account work was performed therein. This contract was completed on August 17, 1949 and accepted by the Commission on September 31, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

NOTED ON CARD
10-4-49

cc - Great American Indemnity Co.
1 Liberty St.
New York 5, N.Y.

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28-1103

2103

SKILL, INTEGRITY RESPONSIBILITY

LEONARD & SLATE OREG. LTD.
GENERAL CONTRACTORS
7805 S. W. 40th Avenue
PORTLAND 19, OREGON
CHerry 1112

3103

Sept. 19, 1949

Oregon State Highway Commission,
Salem, Ore.

Gentlemen:-

Attention: H. B. Glaisyer

We are today in receipt of a copy of your letter to Wells, Reed and Hutchings in regard to a bill of C. N. Franz in the sum of $930.47 againstthe Va Dare Construction Company.

We have already had a letter from Mr. Franz in regard to this and are withholding this amount from the Va Dare Construction Company until we receive a receipted bill from the Va Dare Construction Co.

Yours very truly

Leonard & Slate Oreg. Ltd

By A. E. Hutchinson

cc- Wells, Reed & Hutchings Insurance Agency
Failing Bldg.
Portland,

noted on card

RECEIVED

NOTED ON CARD
9-20-49 gR

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28-1103

Mrs. Lewis

September 16, 1949

Mr. C. H. Frants
811 West 14th Street
The Dalles, Oregon

Dear Mr. Frants:

This is to acknowledge your letter of September 13th addressed to Mr. Probert and which has been referred to this office for reply. You state that you have a bill against Va Dare Construction Company in the amount of $930.47 for materials and labor in the construction of a bridge between Dinty's Station and Wasco, Oregon.

We believe that the job to which you refer is our grading and surfacing project on the Biggs-Wasco Section of the Sherman Highway in Sherman County. The principal contractor on this job is Leonard and Slate, Oregon Ltd., whose address is 7805 Southwest 40th Avenue, Portland 19. It is our understanding that the Va Dare Construction Company performed some work on this job as a subcontractor to Leonard and Slate. According to our records this job was completed on August 17, 1949, but has not yet been accepted by the Commission; and, therefore, final payment, of course, has not yet been made.

This claim will be recorded in this office and we will advise the Great American Indemnity Company who is the surety on this job of its receipt. Their agent in this particular instance is Wells, Reed and Hutchings, Failing Building, Portland 4.

In the event that you wish to protect your claim beyond the ordinary period of six months after the job is completed and accepted we suggest that you file a claim with the Secretary of State. We are enclosing an excerpt from the Oregon Law outlining the procedure in filing such a claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mi
Enc.

NOTED ON CARD

9-16-49

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OCT 7 1949
FOR FILING

[illegible]

3103

Mrs. Lewis

September 16, 1949

Wells, Reed and Hutchings
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter from C. E. Frantz, 811 14th Street, The Dalles, advising that they have a bill against Va Dare Construction Company in the amount of $930.47 for materials and labor furnished in connection with construction of a bridge between Dinty's Station and Wasco, Oregon.

It appears that this claim may be in connection with our Contract 3103 held by Leonard and Slate for grading and surfacing the Biggs-Wasco Section of the Sherman Highway in Sherman County. It is our understanding that the Va Dare Construction Company performed some work in that vicinity as a sub-contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAB:mt

cc - Great American Indemnity Co.
1 Liberty Street
New York 5, New York

Leonard & Slate Oregon Ltd.
7805 S. W. 40th Avenue
Portland 19, Oregon

Va Dare Construction Company
1002 S. E. Rex Street
Portland 2, Oregon

NOTED ON CARD

9-16-49 rg C

2707

811 W. 14TH STREET

C. H. FRANTZ
General Contractor
QUALITY - WORKMANSHIP
CEMENT WORK A SPECIALTY
THE DALLES, OREGON

3103

September 13, 1949

State Highway Department
Salem, Oregon

Attention: S. H. Probert

Dear Mr. Probert:

We are holding a bill against Va Dare Construction Company for the sum of $930.47 for materials and labor furnished them by us in connection with construction of a bridge between Dinty's Station and Wasco, Oregon. We would appreciate hearing from you regar[illegible] whether they have been paid (the contractor) by the State and whether their payment will be withheld until our claim has been satisfied.

Yours very truly,

C. H. Frantz

C. H. Frantz

RECEIVED
[illegible]
OREGON
E HIGHWAY COMMISSION

NOTED ON CARD

9-14-49 gl

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3103

September 1, 1949

Great American Indemnity Co.
Wells, Reed & Hutchings, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Leonard & Slate, Oreg. Ltd., on contract No. 3103, for grading and surfacing on the Biggs-Wasco Section of the Sherman Highway in Sherman County. This payment, in the amount of $3,902.04, will be made on or after the 12th of September, 1949. The retained percentage is $1,448.98.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 22,1949

Section Biggs - Wasco

Kind of work Grad. Surf and Oil

Highway Sherman

Section prefix 28-1103

Contractor Leonard and Slate

Contract number 3103

Date of contract Jan. 25,1949

Date of completion Sept. 30,1949

Date work started Feb. 10,1949

Estimated date of completion Aug. 31,1949

Amount of contract $50,415

Per cent of time elapsed 63 %

Estimated cost of completed project, exclusive of engineering $ 50 415

Per cent of contract completed, based on total contract price 98 %

Engineering cost to date $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The State crew placed some fine materials at the bridge ends, getting ready for the State crew to oil when they get in this terratory. The removal of the old bridge and the oiling of the bridge approaches is all that remains to be done.

Signed Dean Swift

Address The Dalles, Ore

NOTED
E. M. BOOTH

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.5	0.5		0.5	
Miles partially completed					
Miles completed	0.5	0.5		0.4	
Total estimated quantities	23,000	2,300		500	
Estimated quantities moved or placed to date	23,000	2,300		400	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week				0	

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
25 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUL 29 1949
FOR FILING

28-1103

~~files~~

"Hall says has been taken care of
7-29-48
FQ

July 15, 1949

Cross Referenced To:
adm
Ins
Prop. Dam.
State-Owned

Great American Indemnity Company
Oregon Claim Department
409 Failing Building
Portland 4, Oregon

Attention: Mr. W. H. Gardner

Dear Mr. Gardner:

We have your letter of July 13 in which you ask as to the whereabouts of releases sent to this office in connection with your draft C-16864 submitted with the releases and concerning damage done by Leonard & Slate, Oreg. Ltd to a station wagon in charge of Dean Swift at Biggs, Oregon.

This material was received by us on June 30 and was forwarded by us on the same date to the Legal Department, attention Mr. Sam Hall. Mr Hall is not in the office at this time, and we are unable to state just what disposition has been made. We will, however, contact him by telephone as soon as he comes in.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ee

Salem, Oregon
July 15, 1949

Mr. J. M. Devers
Office

Attention: Mr. Sam Hall

Attached hereto for such action as is necessary is a copy of a letter received by us from Mr. W. H. Gardner, of the Great American Indemnity Company, Portland.

Secretary

FQ:ec
Attch.

Ruth,
this may have been sent to
Saling - please check
F. Q.

draft
This/was sent to Saling June 30, 1949

JESSE S. PHILLIPS,
CHAIRMAN OF THE BOARD

GUSTAV F. MICHELBACHER,
PRESIDENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

GEORGE E. KELLY
ASSISTANT MANAGER

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON CLAIM DEPARTMENT
409 FAILING BUILDING
ATWATER 7205

PORTLAND 4, OREGON

July 13th, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

On June 29th, 1949 we forwarded to you this Company's draft C-16864 in the amount of $47.00 to cover damage done by Leonard & Slate Oreg.Ltd., to a station wagon in charge of Dean Swift at Biggs, Oregon while blasting in that vicinity.

We also forwarded releases to be signed and returned to this office for the completion of our file. To date these have not been received and we would appreciate your prompt attention to this.

Thank you.

Very truly yours,

W H Gardner

W. H. Gardner
B.

B
encl

RECEIVED
JUL 14 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 22 1949
FOR FILING

28-1103

3103

February 21, 1949

Leonard & Slate Oreg.Ltd.
7805 S. W. 40th Ave.
Portland 19
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3103 which was awarded to you on January 25, 1949 by the State Highway Commission, covering the Biggs-Wasco Section of the Sherman Highway in Sherman County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

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FOR FILING
FORM E-90 15M 10-48 [illegible]

[illegible]

3103

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Confirming our telephone conversation, this is to advise that options have been received on the four settlements required for right of way on the Biggs-Wasco Section of the Sherman Highway, on which bids were received at the last meeting.

These settlements will be recommended to the State Highway Commission for approval at the next meeting. Assuming and anticipating that they will be approved by the Commission, it appears that the project is clear - from a right of way standpoint - for the awarding of a contract.

J. M. DEVERS

By J. W. DeSouza
J. W. DESOUZA
Assistant Counsel

JWD:hs

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JAN 27 1949
FOR FILING

28-1103

3103

January 26, 1949

Leonard & Slate, Oreg. Ltd.
7805 S. W. 40th Avenue
Portland 1, Oregon

Gentlemen:

The State Highway Commission on January 25, 1949, awarded you the contract for grading, surfacing and oiling, and construction of a reinforced concrete bridge on the Biggs-Wasco Section of the Sherman Highway, in Sherman County. This award was based on your low bid of $50,415 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

cc - Mr. S. H. Probert

F-137(3) Tillamook-Pleasant Valley 1949
Section of the Oregon Coast
#3104 Highway [redacted]

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JUL 9 1951
FOR FILING

7-137(3)

3104

July 5, 1951

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Mr. Newbry:

We acknowledge with thanks your letter of July 3, to which was attached a notice of satisfaction from Francis I. Smith, Attorney for Vernie Jarl, dismissing the law suit filed by Mr. Jarl against Mr. Gerber, being number 199473, in the Multnomah County Circuit Court.

This law suit pertained to our State Highway Contract No. 3104 and is carried under your File No. 3280.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By____________________________
Acting Secretary

FAG:srj

NOTED ON CARD

Mrs Lewis

July 5, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Medical Arts Building
Tacoma 1, Washington

Gentlemen:

Attached is a copy of the letter written by Francis I. Smith, Attorney for Vernie Jari in which he states that the law suit filed by Mr. Jari against Mr. Gerber is being dismissed as the balance due Mr. Jari has been paid in full.

This law suit was filed in connection with State Highway Contract No. 3104, awarded to Edwin C. Gerber for grading and paving construction on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County.

This information is provided as the United Pacific Insurance Company appears as a surety on the performance bond furnished with Contract No. 3104.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By_________________________
Acting Secretary

FA:sarj
cc: Portland Branch Office
Edwin C. Gerber
Durham & Bates

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 3, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed a satisfaction from Francis I. Smith, pertaining to a notice of claim by Vernie Jarl against the bond taken from Edwin C. Gerber, principal, and The United Pacific Insurance Company, surety, filed May 18, 1951, State Highway Contract 3104, our file No. 3280.

A copy of the satisfaction is enclosed for your information and files.

Very truly yours,
Earl T. Newbry
Secretary of State

NF:M
Enc.

NOTED ON [illegible]
[illegible]

RECEIVED
1951
STATE HIGHWAY COMMISSION

COPY

FRANCIS I. SMITH
Attorney at Law
Equitable Building
Portland 4, Oregon

July 2, 1951

The Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Re: Your file No. 3280
State Highway Contract 3104
Edwin C. Gerber, contractor
Vernie Jarl, sub-contractor

Dear Sir:

Under and by virtue of the notice filed with your office concerning an unpaid balance due Mr. Jarl, please be advised that the said balance has been adjusted and paid in full, and an order is being entered today dismissing the lawsuit filed by Mr. Jarl against Mr. Gerber, the same being number 199473 in the Circuit Court of the State of Oregon for the County of Multnomah.

Yours respectfully,

FRANCIS I. SMITH

Francis I. Smith

fis-d

[illegible]

7-3-51 gl

RECEIVED
JUL 9 1951
FOR FILING

F-137(3)

3104 CONTRACT NO.

OREGON STATE HIGHWAY COMMISSION
(date)
June 29, 1951

(EST. NO.)		(CONTRACTOR)
3104	19-final	Edwin C. Gerber

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6897	B-18520	$ 20,117.08	June 29, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Mr. Query
(orig. on file showing Erna Gerber Larsen's signature for this warrant delivered by you.

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUN 29 1951

RECEIVED
JUL [illegible] 1951
FOR FILING

7-137(3)

3104

3104

6-29-51

Mr Smith and Mrs. Larson came in. Smith had in his possession a court release on Jarl's garnishment against Gerber. Mrs. Larson had an order (attached) from Gerber to pick up the checks.

We all went to Enfield's office - he looked the release over and ~~the~~ Gerber's order, ok'd them and we then went to Watson's office and got the warrants.

Floyd Q.

NOTED ON CARD
6-29-51

EDWIN C. GERBER
GENERAL CONTRACTOR
Route 5
OREGON CITY, OREGON
Phone Redland 184

Field Office

June 27, 1951

Oregon State Highway Commission
Salem, Oregon

I, Edwin C. Gerber, hereby authorize my daughter, Mrs. Erna Gerber Larson, to act on my behalf in receiving warrants due from the following:

Tillamook-Pleasant Valley, Contract #3104
Sherars Grade-Grass Valley, Contract #3247
Biggs Junction Slide Job.

Edwin C. Gerber

Sworn to before me this 27th day of June 1951

NOTARY PUBLIC FOR OREGON
My Commission expires Dec. 9, 1951

[illegible] 27

3104

6-27-51

Francis Smith, Joel attorney phoned re release of garnishment against Gerber. He says he has court release and wants to pick up check for final payment on contract 3104 (Mrs. Larson Gerber's daughter & bkkr would accompany him)

Called him back & advised final not in warrant stage & also we have to have consent of surety.

Called Durham & Bates -- talked to Vic Kisley - he said Home office not consent to assignment as in your letter of 5-29-51, but surety had no objection to releasing final pay't. when garnishment cleared up. also all payments on 3247 except final (Woolsey claim)

Talked to Enfield twice - he says he can see no reason for not releasing final pay't when garnishment is cleared.

Called F. Smith - he will send copy of release in mail & bring original when check is ready.

Floyd Query

[illegible] D
6-27-51

REFERRED TO
Greeley
SECRETARY

see that this is fully explained on [illegible] card.
JMS

June 28, 1951

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Attention: Mr. Victor Risley

Gentlemen:

This is to confirm our telephone conversation of yesterday afternoon concerning release of payments to Mr. Edwin C. Gerber which have been held up due to a garnishment filed by Mr. Vernie Jarl who acted as a sub-contractor on State Highway Contract 3104.

Mr. Francis I. Smith, attorney for Mr. Jarl, has obtained County Clerk's Release of Garnishment and will come to this office in company with Mrs. Larson, daughter of Edwin C. Gerber, on June 29 to pick up released warrants.

In our telephone conversation you explained that the home office of the surety could not grant an assignment due to it being necessary to secure approval of co-insurers, but they had stated there was no objection to releasing the final payment as outlined.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By______________________________
Acting Secretary

FAQ:md

3104

June 28, 1951

Mr. Francis I. Smith
Attorney at Law
Equitable Building
Portland 4, Oregon

Dear Mr. Smith:

We have your letter of June 27 enclosing a copy of the County Clerk's Release of Garnishment filed against Edwin C. Gerber.

Concerning availability of the final payment warrant on Contract 3104, I have been advised by the Accounting Division the warrant will be available about noon, Friday, June 29; so that if you and Mrs. Larson, as a representative of Mr. Gerber, can be here at that time the check could then be secured. Mrs. Larson should have in her possession and authorization from Mr. Gerber to secure the check, as when you present the original release of garnishment the check then is payable to Mr. Gerber.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By________________________
Acting Secretary

FAQ:md

6-28-51

FRANCIS I. SMITH
ATTORNEY AT LAW
EQUITABLE BUILDING
PORTLAND 4, OREGON

June 27, 1951

Mr Floyd Query
132 State Highway Building
Salem, Oregon

Re: Jarl vs Gerber

Dear Mr Query:

In conformity with our telephone conversation of this afternoon, I am herewith enclosing a copy of the County Clerk's release of garnishment in the above noted matter which is #199473, in the Circuit Court of the State of Oregon, for Multnomah County. I have retained in my file the original release which bears the seal of the County Clerk's office.

Your efforts in getting this matter straightened out are sincerely appreciated by both Mr Jarl, my client, and myself. Mrs Larson, the daughter of Edwin C Gerber, is telephoning her father this evening to get from him the express authorization to pick up the warrants as quickly as they are made out and available. At that time we will both come to Salem and she will deliver the authorization and I will deliver the original release. If there is any way at all that you can expedite the warrants through the Secretary of State's office, you will be helping both Mr Jarl and Mr Gerber a great deal. Were it not for my having to attend summer camp with the Reserve Corps, there would be no particular rush upon my part.

Yours respectfully,

Francis I Smith

Francis I Smith

fis-w
enc

CO. CLK 20

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR MULTNOMAH COUNTY

VERNIE JARL,

Plaintiff

vs.

EDWIN C GERBER and UNITED PACIFIC INSURANCE COMPANY

Defendants

No. 199473

County Clerk's Release of Garnishment

To Sheriff of Marion County, Oregon

By order of Francis I Smith, attorney for Plaintiff you are hereby directed to release from Garnishment under Writ of Attachment in the above entitled Court and cause, and any and all debts, money, property, rights, dues, credits, etc., of every nature in your hands or under your control, and held by you under or by virtue of said Garnishment.

SI COHN, COUNTY CLERK
A. A. BAILEY,
County Clerk of Multnomah County, Oregon

Dated May 24th '51

By Ch McMurran
Deputy

N. B.—If in doubt, communicate with the County Clerk's Office before releasing.

Chapter 18, Pages 24-25, Oregon Laws, 1943

RECEIVED
JUL 9 1951
FOR FILING

7-137(3)

3104 (CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION
(date)

June 29, 1951

3104	19-Final	Edwin C. Gerber
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)

6897	B-10520	20,[illegible]7.00	June 29, 1951
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: 8-31-50

Time Extensions: to 10-29-50

Completion Date: 10-20-50

Date Accepted: 1-23-51

Penalties: Engrg from 8-31-50 to completion

Claims: garnishment released 6-29-51

Remarks: check picked up by Mrs Lassen (Gerbers daughter) 6-29-51

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Floyd Query
acting Secty.

NOTED ON CARD
6-29-51

Warrant Mailed: June 29' 1951 ~~JUL 2 1951~~
aaw

ance — You were furnished a
receipt on this before, but since F. Z.
submitted this one with added
information I am filing one copy of
it with my record & sending one
back to you to do the same -

Stick

RECEIVED
JUN 8 - 1951
FOR FILING

7-137 (3)

3104

June 6, 1951

Mr. Glenn R. Jack
Attorney at Law
Suite 200
Butler Building
Oregon City, Oregon

Dear Mr. Jack:

Responding to your request of June 1, 1951, I am pleased to inform you that the total amount due Mr. Gerber in connection with his Contract No. 3104 with the State Highway Commission for construction of the Tillamook-Pleasant Valley Section of the Oregon Coast Highway is $20,117.06.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ls

BUTLER, JACK & BECKETT
LAWYERS
SUITE 200 BUTLER BUILDING
OREGON CITY, OREGON

J. DEAN BUTLER
GLENN R. JACK
CLIFFORD S. BECKETT
JAMES O. GOODWIN

June 1, 1951.

$20,117.08 final

Oregon State Highway Commission,
Salem, Oregon.

Attention: H. B. Glaisyer, Secretary.

Re: Gerber Contract No. 3104.

Dear Mr. Glaisyer:

I received by Special Delivery the Assignment to be executed by Mr. Gerber if we are able to work out an adjustment of the Gerber-Jarl claims in connection with the final payment on the above contract. So that there is no misunderstanding, would you advise me the exact sum now on hand that would be paid if this Assignment is executed.

Very truly yours,

Glenn R. Jack

GRJ:mg

ANSWERED
H. B. GLAISYER

RECEIVED
FOR FILING

[illegible]

3104

May 31, 1951

Mr. Edwin C. Gerber
Route #5, Box 505
Oregon City, Oregon

Re: State Highway Commission Contract #3104
Tillamook - Pleasant Valley Section
Oregon Coast Highway

Dear Mr. Gerber:

This is to inform you that the State Highway Commission has been served with a Writ of Attachment and Notice of Garnishment issued out of the Circuit Court of the State of Oregon for Multnomah County in the case of - - Vernie Jarl, plaintiff, vs. Edwin C. Gerber and United Pacific Insurance Company, defendants. The service was made by the sheriff of Marion County and attaches all funds due or to become due you by the State Highway Commission. The amount of the claim of the plaintiff is $24,485.71 together with interest, costs and attorneys' fees in the amount of $2500.00.

From a claim filed by the plaintiff with the Secretary of State in the same amount, it would appear the cause of this action arises out of labor performed and material furnished by the plaintiff in connection with your State Highway contract number 3104 in the Tillamook-Pleasant Valley Section of the Oregon Coast Highway.

Pending final determination of said case in your favor or a release of the attachment, it will be necessary for the Commission to withhold making further payment of funds due you under said contract.

Very truly yours,

J. M. DEVERS

By

G. E. Rohde
Assistant Attorney

GER:cr

cc: Mr. H. B. Glaisyer, Secretary
Mr. M. H. Hawke, Auditor

NOTED

query
note on card

5-31-51, gC

RECEIVED

FOR FILING

May 31, 1951

Durham and Bates, Agent
United Pacific Insurance Company
901 S. W. Washington
Portland 5, Oregon

Re: State Highway Commission Contract #3104
Tillamook - Pleasant Valley Section
Oregon Coast Highway

Gentlemen:

This is to inform you that the State Highway Commission has been served with a Writ of Attachment and Notice of Garnishment issued out of the Circuit Court of the State of Oregon for Multnomah County in the case of — Vernis Jarl, plaintiff, vs. Edwin C. Gerber and United Pacific Insurance Company, defendants. The service was made by the sheriff of Marion County and attaches all funds due or to become due the defendant, Edwin C. Gerber, by the State Highway Commission. The amount of the plaintiff's claim is $24,485.71 together with interest and costs and the further sum of $2500.00 for attorney's fees.

From a claim filed by the plaintiff with the Secretary of State, of which I believe you have already had notice, it would appear the cause of this action arises out of labor performed and material furnished by the plaintiff in connection with State Highway Contract number 3104 on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway on which your principal appears as surety for the performance of said contract.

Pending final determination of said case in favor of the defendants or a release of the attachment, it will be necessary for the Commission to withhold making further payments of the amount due your said contract.

Very truly yours,

J. M. DEVERS

By

G. E. Rohde
Assistant Attorney

GER:er
cc: Mr. H. B. Glaisyer, Secretary
Mr. M. N. Hawke, Auditor
United Pacific Insurance Company
Fidelty and Surety Department
Seattle 14, Washington

NOTED
H. B. GLAISYER

5-31-51

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FOR FILING

May 31, 1951

Mr. Denver Young, Sheriff
Marion County
Court House
Salem, Oregon

Re: State Highway Commission Contract #3104
Tillamook - Pleasant Valley Section
Oregon Coast Highway

Attention: Mr. A. J. Malstrom, Deputy

Dear Sir:

This is by way of response to the Writ of Attachment and Notice of Garnishment served on the State Highway Commission in connection with the case of Vernie Jarl vs. Edwin C. Gerber and United Pacific Insurance Company, defendants.

Please be advised that there is in the custody and under the control of the Highway Commission the sum of $20,117.08 earned by the defendant, Edwin C. Gerber and as yet unpaid in connection with State Highway contract number 3104.

Please also be advised that the above funds are declared by law to be trust funds and can be employed only in connection with payment of claims incurred in the performance of said contract. If the claim, in connection with which the attachment has been made, is for labor or materials furnished in connection with said contract, then the funds in the custody of the Highway Commission are subject to such attachment to the extent of the amount of the claim, but if the claim is unrelated to the job, then the only money earned by the contractor which would be subject to the attachment, would be profits on the job.

We have advised our auditor to withhold final settlement on the above mentioned contract until it can be determined whether the plaintiff has a right to money earned under the contract.

Very truly yours,

J. M. DEVERS

By

G. E. Rohde
Assistant Attorney

GER:

cc: H. B. Glaisyer, Secretary ✓
M. M. Hawke, Auditor

NOTED
H. B. GLAISYER

5-31-51 gE

RECEIVED
FOR FILING
4-137(3)
3104

May 29, 1951

Mr. Glenn Jack
Attorney-at-Law
Butler Building
Oregon City, Oregon

Dear Mr. Jack:

At the request of Mr. Francis I. Smith, attorney for contractor, Vernie Jarl, I enclose original and four copies of an assignment, whereby Mr. Edwin C. Gerber assigns to Mr. Jarl all monies remaining to be paid to Mr. Gerber in connection with his Contract No. 3104 with the State Highway Commission for the construction of the Tillamook-Pleasant Valley Section of the Oregon Coast Highway. It is my understanding from Mr. Smith that Mr. Gerber has consented to this assignment in order to satisfy the claim of Mr. Jarl arising out of this job.

Please have Mr. Gerber sign all copies of this and return to me the original and one copy thereof for further handling.

We will be pleased to honor the assignment if we are also furnished a letter from the United Pacific Insurance Company, surety on the bond furnished by Mr. Gerber in connection with the above mentioned job, consenting to the assignment without prejudice to the bond. Our records indicate that Durham & Bates, 901 S. W. Washington Street, Portland 5, Oregon represented the bonding company in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HKG:ls
Encs.
cc: Mr. Francis I. Smith
Attorney-at-Law
1008 Equitable Building
Portland 5, Oregon
Mr. M. H. Hawke (2)

5-29-51

ST OF OREGON—HIGHWAY DEPA NT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF -- Ten -- -- -- -- --

($10.00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all monies now due or hereafter to become due me from the Oregon State Highway Commission for work performed in connection with State Highway Contract No 3104, Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County, Oreg to Vernie Jarl and authorize and empower said Vernie Jarl to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this .... day of ...., 1951

Executed in the presence of us as witnesses:

....

....

STATE PRINTING DEPT.

RECEIVED
MAY 25 1951
FOR FILING

7-137 (2)
3104

Mrs Lewis

May 22, 1951

Hon. Earl T. Newbry
Secretary State
Capitol

Dear Sir:

We acknowledge with thanks your letter of May 18 to which was attached three copies of a claim filed with your office by Vernie Jarl against Edwin C. Gerber in the sum of $24,485.71.

The claim is for materials furnished and labor performed on State Highway Contract No. 3104, your file No. 3280.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 18, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We have received from Francis I. Smith, Attorney, Equitable Building, Portland 4, Oregon, and filed as of this date, a Notice of Claim by VERNIE JARL, for labor performed and materials furnished, consisting of the clearing, grading and draining, and furnishing, hauling and place of rock, gravel and fill material on the Tillamook - Pleasant Valley section of the Oregon Coast Highway in Tillamook County, Oregon, in the sum of $24,485.71, against the bond taken from EDWIN C GERBER, Principal, and the United Pacific Insurance Company, as Surety, for the work of re-locating and constructing the hereinbefore referred to Tillamook - Pleasant Valley Section of the Oregon Coast Highway in Tillamook County, Oregon.
State Highway Contract No. 3104. Our File No. 3280.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State.

N:Fb
Enc

RECEIVED
MAY 22 1951
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
5-22-51

RECEIVED
MAY 23 1951
FOR FILING

7-137 (3)

3104

Mrs Lewis

May 22, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Vernie Jarl against Edwin C. Gerber. The claim, in the sum of $24,485.71, is for labor performed and materials furnished in clearing, grading, draining, hauling and placing rock and fill material on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County, State Highway Contract No. 3104.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond which was furnished with the above-named contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

[illegible]

NOTICE OF MONEYS DUE VERNIE JARL

On State Highway Commission contract No 3104

TO: Oregon State Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Vernie Jarl, has a claim for labor performed and materials furnished, consisting of the clearing, grading and draining, and furnishing, hauling and place of rock, gravel and fill material on the Tillamook - Pleasant Valley section of the Oregon Coast Highway in Tillamook County, Oregon, in the sum of Twenty-four Thousand Four Hundred Eighty-five and 71/100 ($24,485.71) Dollars, against the bond taken from Edwin C Gerber, General Contractor, and the United Pacific Insurance Company as surety, for the work of re-locating and constructing the hereinbefore referred to Tillamook - Pleasant Valley Section of the Oregon Coast Highway in Tillamook County, Oregon.

VERNIE JARL
Vernie Jarl

STATE OF OREGON)
)ss
County of Multnomah)

I, Vernie Jarl, being first duly sworn, depose and say that I executed the foregoing notice and that Edward C Gerber is indebted to me in the sum of Twenty-four Thousand Four Hundred Eighty-five and 71/100 Dollars ($24,485.71) under and by virtue of the above noted contract.

VERNIE JARL

Subscribed and sworn to before me this 17 day of May, 1951.

Francis I. Smith

Notary Public for Oregon
My Commission Expires 11/24/53

(Notarial Seal)

Endorsed:
File No. 3280.
Filed MAY 18, 1951
EARL T. NEWBRY, Secretary of State.

RECEIVED
MAY 14 1951
FOR FILING

7- (:)

3104

R. H. Baldock

April 27th, 1951

FINAL COST ANALYSIS
Grade and Pave

Contract #3104
Tillamook-Pleasant Valley
E. C. Gerber, Contractor
Arthur Duffy, Resident Engineer

Prefix 29-1041
Oregon Coast Highway

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
(1)Clearing & Grubbing	All		$	$	$7,727.90	$7,500.00
(1)Removal of Pavement	4,914.7	Sq. Yd.	0.50	0.39	1,905.09	2,457.35
(1)Removal of Walks and Driveways	370.5	" "	0.40	0.32	118.56	148.20
(1)Removal of Conc. Curbs	1,255.3	Lin. Ft.	0.20	0.17	209.53	251.06
(1)Removal of Catch Basins	4	Each	20.00	11.72	46.87	80.00
(1)Reestablishment of Wire Mesh Fence	401.45	Rod	4.00	3.13	1,255.09	1,605.80
(1)Reestablishment of Picket Fence	5.93	"	10.00	12.15	72.07	59.30
(1)(3)Structural Excavation	4,207.85	Cu. Yd.	4.00	1.91	8,050.67	16,831.40
(1)Trench Excavation	2,987.06	" "	3.00	0.81	2,424.93	8,961.18
(1)Borrow Excavation	150,888	" "	0.32	0.34	51,655.89	48,284.16
(1)General Excavation	220,499.2	" "	0.35	0.38	84,178.50	77,174.72
(1)Short Overhaul	363,357	Yd. Sta.	0.02	0.025	9,083.98	7,267.14
(1)Long Overhaul	26,551.6	C-Yd. Sta.	0.50	0.55	14,603.38	13,275.80
(1)Truck Haul on Borrow	342,369.5	Yd. Mi.	0.13	0.135	46,180.00	44,508.03
(1)Excavating & Placing Topsoil	9,008.5	Cu. Yd.	1.20	0.60	5,443.24	10,810.20
(1)Truck Haul on Topsoil	1,131.7	Yd. Mi.	0.20	0.23	264.29	226.34
(1)Finishing Roadbed & Slopes	5.752	Mile	500.00	476.50	2,740.83	2,876.00
(1)Rounding Cutbanks	7,931	Lin. Ft.	0.15	0.11	871.37	1,189.65
(1)60" Corr. Metal Pipe	197	" "	20.00	19.17	3,776.97	3,940.00
(1)12" Concrete Pipe	1,662	" "	2.00	1.21	2,019.53	3,324.00
(1)18" " "	672	" "	3.00	2.33	1,567.10	2,016.00
(1)24" " "	387	" "	5.00	3.57	1,380.44	1,935.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
(1)30" Ext. Str. Conc. Pipe	528	Lin. Ft.	$6.50	$5.64	$2,975.75	$3,432.00
(1)8" Perf. Conc. Drain Pipe	2,400	" "	2.00	0.85	2,039.35	4,800.00
(3)8" Sewer Pipe	1,029	" "	1.50	1.35	1,389.15	1,543.50
(3)12" Sewer Pipe	693	" "	2.00	1.80	1,247.40	1,386.00
(3)15" Sewer Pipe	801	" "	3.50	3.15	2,523.75	2,803.50
(3)18" Sewer Pipe	915	" "	4.00	3.60	3,294.00	3,660.00
(3)Extra for Installing Pipe Under Pavement	81	" "	3.00	2.70	218.70	243.00
(1)Salvaging Culvert Pipe	295	" "	2.00	1.05	310.37	590.00
(1)Rock or Gravel Backfill in Drains	155.05	" "	6.00	9.10	1,434.51	930.30
(2) Furnish Precast Concrete Piling	3,754	Lin. Ft.	6.00	5.50	20,647.00	22,524.00
(2)Drive Piles	153	Each	90.00	75.00	11,475.00	13,770.00
(2)Class "A" Concrete	1,024.52	Cu. Yd.	70.00	57.00	58,397.64	71,716.40
(2)Metal Reinforcement	182,631	Lb.	0.12	0.12	21,915.72	21,915.72
(1)Removal of Old Bridge & Maintain Traffic	All				1,276.20	8,000.00
(3)Type "A" Manholes	1	Each	260.00	224.00	224.00	260.00
(3)Type "B" Manholes	9	"	200.00	180.00	1,620.00	1,800.00
(3)Concrete Inlets	25	"	75.00	67.50	1,687.50	1,875.00
(3)Adjust Manholes	7	"	40.00	36.00	252.00	280.00
(3)Conc. Curbs & Gutters	287.96 ~~28,796~~	Cu. Yd.	55.00	50.00	14,398.00	15,837.80
(3)Concrete Driveways	128.86	Sq. Yd.	4.00	3.60	463.90	515.44
(3) " Traffic Islands	30.44	Cu. Yd.	50.00	45.00	1,369.80	1,522.00
(3)Recesses for Traffic Markers	All				135.00	150.00
(3)Electrical Work	All				1,350.00	1,500.00
(4)3"-0" Mat'l. in Base	61,053	Cu. Yd.	1.50	1.40	85,186.93	91,579.50
(4)3/4"-0" Mat'l. in Base and Shoulders	8,182.5	" "	2.45	3.03	24,773.72	20,047.13
(4)Sprinkling	95.25	M-Gal.	2.50	2.59	246.86	238.13

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
(5)(4)3/4"-0" in Binder	883	Cu. Yd.	$3.50	$4.81	$4,250.53	$3,090.50
(5)(4)Class "B" Asph. Conc.	22,883.16	Ton	7.50	5.91	135,343.24	171,623.70
(5)(4)Asphalt Traffic Markers	123.67	Lin. Ft.	2.00	1.76	217.66	247.34
(3)Concealed Irrigation System	All				630.00	700.00
(1)Lawn Construction	47.34	M-SQ. FT.	10.00	13.62	644.89	473.40
(1)Fertilizing & Seeding	14.045	Acre	150.00	129.28	1,815.71	2,106.75
(5)RC-3 in Binder Course	119.18	Ton	45.00	32.95	3,[illegible]26.67	5,363.10
(1)PA #1, Lunber in 24" Pipe Cradle	0.918	M-FBM	150.00	134.43	123.41	137.70
(2)PA #2, Revision of Cattle Pass Forms	All				310.00	310.00
(1)PA #3, Trash River Borrow	21,871.2	Cu. Yd.	0.42	0.42	9,160.53	9,185.90
(2)PA #4, Extend Conc. Piling	All				4,243.75	4,243.75
(3)PA #5, Furnish & Install Dowel Bars	214	Each	1.15	1.05	224.70	246.10
(3)PA #6, Cement Adjustment, Favor of Contractor	17.25	Bbl.	3.63	3.63	62.62	62.62
(5)PA #7, Emul. Asph. in Seal Coat	63.86	Ton	60.00	34.03	2,172.95	3,831.60
(5)¼"-10 Mineral Aggregate	466	Cu. Yd.	6.50	5.37	2,502.06	3,029.00
(1)PA #8, 24" Conc. Pipe on Hand	48	Lin. Ft.	2.46	2.46	118.08	118.08
Deduction of Engineering Cost Incurred in Overrun of Time Limit						- 1,253.00
3/4"-0" Crushed Gravel Sold to Dolan Co.	3,360	Cu. Yd.	1.00	1.63	5,471.41	3,360.00
					$677,646.69	$754,517.29

(1) Work performed by Vernie Jarl.
(2) " " " Stockton & Sons.
(3) " " " Carl Johnson
(4) " " " Acme Construction Co.
(5) " " " E. C. Gerber

	Gross Revenue	Total Cost	Net Profit	% Net Profit
E. C. Gerber	$205,002.61	$201,126.05	$3,876.56	1.9% of Gross Revenue
V. Jarl	415,582.25	379,410.37	36,171.88	8.7% " " "
Acme Construction Co.	133,932.43	97,110.27	36,822.16	27.4% " " "
	$754,517.29	$677,646.69	$76,870.60	10.2% " " "

Tillamook-Pleasant Valley
Vernie Jarl

Detail of Cost

Labor:

Supervision	$6,200.00	
Labor	81,253.32	
State Industrial Accident Insurance	1,770.17	
Unemployment Insurance	1,941.90	
Social Security	1,051.54	
		$92,216.93

Materials:

8" Perf. Conc. Drain Tile	2,400	lin. ft.	at $0.43	$1,032.00	
12" Conc. Culvert Pipe	1,464	" "	" 0.89	1,302.96	
12" Conc. Culvert Pipe	198	" "	" 1.00	198.00	
18" " " "	672	" "	" 1.75	1,176.00	
24" " " "	435	" "	" 2.46	1,070.10	
30" Ext. Str. Conc. Culvert Pipe	528	" "	" 3.85	2,032.80	
60" Corr. Metal Pipe	197	" "	" 16.00	3,152.00	
60" Bands	4	each	" 28.92	115.68	
Sand Backfill (Hauled from Portland)	59	cu. yd.	" 7.00	414.10	
Sand Backfill	148	" "	" 2.50	370.00	
Royalty on Trask River Borrow	21,871	" "	" 0.10	2,187.10	
Damage Claim on Trask River Borrow				500.00	
Royalty on Lichtenmeter Borrow Pit	3,300	" "	" 0.10	330.00	
Bent Grass Seed	250	lbs.	" 1.08	270.00	
Creeping Fescue	500	"	" 0.66	330.00	
Ammonia Sulphate Fertilizer	1	ton	" 66.00	66.00	
					14,546.74

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$85,997.00	
" " , Hired	6,696.96	
Hired Trucks	11,226.42	
Gas, Oil & Grease	18,692.48	
Move In, Freight & Cartage	4,968.39	
Misc. Supplies & Small Tools	3,477.47	
Wire Rope	1,339.82	
Public Liability & Property Damage Ins.	893.68	
Damages not covered by Insurance	570.49	
Explosives	614.59	
Bond	4,201.95	
Home Office & General Overhead	8,071.02	
		146,750.27

Stockton & Sons, Bridge & Culvert Work:

Furnish Precast Conc. Piling	3,754	lin. ft.	at $5.50	$20,647.00	
Drive Piling	153	each	" 75.00	11,475.00	
Class "A" Concrete	1,024.52	cu. yd.	" 57.00	58,397.64	
Metal Reinforcement	182,631	lbs.	" 0.12	21,915.72	
PA #2, Revision of Cattle Pass Forms	All			310.00	
PA #4, Extend Conc. Piling	All			4,243.75	
					$116,989.11

Erickson & Gilles:

Various Landscape Items	8,907.32
Total Cost - Vernie Jarl	$379,410.37

Tillamook-Pleasant Valley
Detail of Cost

E. C. Gerber

Labor:

Supervision	$4,267.76	
Labor	60,547.24	
State Industrial Accident Insurance	1,210.94	
Unemployment Insurance	908.21	
Social Security	605.47	
		$67,539.62

Materials:

Royalty Paid to Dolan Construction Co.	77,979 cu. yd. at $0.15	$11,696.86	
Royalty Paid to Schranz	10,439.5 " " " 0.10	1,043.95	
			12,740.81

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$46,114.00	
Hired Trucks	8,989.15	
Gas, Oil and Grease	15,441.37	
Freight & Cartage	1,969.22	
Misc. Expense & Small Tools	3,780.76	
Plant Setup Supplies	945.66	
Public Liability & Property Damage Ins.	822.69	
P.U.C.'s	706.13	
Bond	1,946.27	
Office & General Overhead	5,986.68	
		86,701.93

Payments to Carl Johnson:

Structural Excavation	848.27	cu. yd. at $3.60	$3,053.77
8" Sewer Pipe	1,029	lin. ft. at $1.35	1,389.15
12" " "	693	" " " 1.80	1,247.40
15" " "	801	" " " 3.15	2,523.15
18" " "	915	" " " 3.60	3,294.00
Extra for Installing Pipe Under Pavement	81	" " " 2.70	218.70
Type "A" Manholes	1	each at 224.00	224.00
" "B" "	9	" " 180.00	1,620.00
Concrete Inlets	25	" " 67.50	1,687.50
Adjust Manholes	7	" " 36.00	252.00
Concrete Curbs & Gutters	287.96	cu. yd. at $50.00	14,398.00
" Driveways	128.86	" " " 3.60	463.90
" Traffic Islands	30.44	" " " 45.00	1,369.80
Recesses for Traffic Markers	All		135.00

Payments to Carl Johnson (Continued):

Electrical Work	All	1350.00 ~~$135.00~~	
Concealed Irrigation System	All	630.00	
PA #5, Dowel Bars	214 Each at $1.05	224.70	
PA #6, Cement Adjustment	17.25 Bbl. " 3.63	62.62	
			$34,143.69
Total Cost - E. C. Gerber			$201,126.05

Tillamook-Pleasant Valley
Detail of Cost

Acme Construction Co.

Labor:			
Supervision & Labor		$20,297.34	
Labor Insurance		1,116.35	$21,413.69
Materials:			
86-100 Asphalt	1,295.21 Tons at $20.00	$25,904.37	
Emulsified Asphalt	63.86 " " 24.06	1,536.47	
RC-3 Asphalt	119.18 " " 22.00	2,621.96	
Freight on Asphalt		4,471.24	
¼"-10-Mesh Crushed Gravel	446 Cu. Yd. at $3.50	1,631.00	36,165.04
Equipment Rental & Miscellaneous Expense:			
Equipment Rental, Owned		$22,924.00	
Hired Trucks		726.40	
Gas, Oil & Grease		2,765.49	
Plant Fuel		4,980.00	
Freight & Cartage		1,576.40	
Miscellaneous Expense & Small Tools		982.70	
P.U.C.'s		167.20	
Public Liability & Property Damage Insurance		253.71	
Bond		863.73	
Home Office & General Overhead		4,291.91	39,531.54
Total Cost - Acme Construction Co.			$97,110.27

Tillamook-Pleasant Valley

Remarks:

This contract required the grading and paving of a 5.74-mile section of the Oregon Coast Highway. Bids were received on January 24th, 1949, and the project was awarded on January 29th. Work was started on February 28th, 1949, and completed on October 20th, 1950.

Grading and Structures

The clearing, grading, structures and roadside improvement items were handled by Vernie Jarl. Most of the clearing area was through open fields and only a .5-mile section through creek bottoms and a channel change contained heavy work. A crew of from 5 to 10 men and 1 D-8 cat and dozer completed the work in two months' time. The bid price on this item was too low and the work was done at a small loss.

For the 170,000 cu. yds. of borrow fill 6 sources were used, with most of the material hauled from the future Wilson River Highway alignment in the City of Tillamook. Another principal source was a Trask River bar adjacent to the job where the material was used for a price agreement item. Two shovels, a 3/4-yard and a 1-3/4-yard, were used at the Wilson River site and loaded into various types of hauling equipment with 5 trucks, ranging from 5 to 7 yds., 5 DW-10's and 2 Euclid dump wagons pulled by semi-trucks in use during the period of maximum production. Two tournapulls with a push dozer hauled from the Trask River borrow, and the 3/4-yard shovel and trucks operated from the minor sources. Had the contractor been able to secure all his material from one sourceand maintained a continuous operation, he would probably have made a small profit on his bid, but the maintaining of the haul road through the city, which required blading and watering, payment of royalty for some of the borrow and the loss of a damage suit on the Trask River source, together with weather interruptions, eliminated the profit from the borrow items.

The excavation was mostly common material except for a channel change containing 50,000 yards of sandstone of which only about 5,000 yards required drilling and shooting, and the remainder was loosened by a ripper. There was also a small amount of yardage inside the City of Tillamook which cost more to move than the rest of the grading. The grading equipment used consisted of three tournapulls, two D-8 cats and carryalls, 2 cats and dozers, power grader, a 3/4-yard shovel and several trucks. An early start was made on the work on April 4th of 1949, but work was soon interrupted by weather and unsecured right of way. However, during the summer months progresswas fairly consistent and continued until November 15th, due to an unusually dry fall. However, the contractor did not resume work until May 22nd, 1950, and made very slow progress with the remaining yardage. As most of his equipment was in use on other work, he used a miscellany of rented equipment consisting of small shovels, various loaders and small trucks. All grading work was completed on October 1st, 1950. Had all the grading work been completed in one season, the contractor might have come out even on the bid price, but due to rain, wet grade and additional moving cost, the item shows a small loss.

Stockton & Sons, who built the bridges and box culverts, made excellent progress on their work. Transit mix concrete from Tillamook was used on this work. The placing of the topsoil, some of the borrow, lawn construction and the seeding were performed for Jarl by Erickson & Gilles.

Crushing and Surfacing

The 3"-0" surfacing, crushing of aggregates, crushed surfacing and the miscellaneous city street work items were handled by F. C. Gerber, the prime contractor. The 3"-0" pit run gravel was secured from Trask River pits, with the bulk coming from Dolan-controlled property about 4 miles from the center of the job. Of the 61,000 yards of 3"-0" material, 49,000 was pit run and 12,000 yards was screened at the crushing plant. From one to two 3/4-yard shovels loaded in the pits and from twelve to twenty light trucks hauled to the road. During August, September and October of 1949, 19,000 yards were placed , and 42,000 yards were placed during July, August, September and October, 1950. Although the royalty cost $0.15 per yard, the contractor had a good bid and made a small profit on this item.

A crushing plant containing a 24" x 36" jaw primary, a 36" Traylor and a 54" x 24" rolls was moved onto Dolan property adjacent to the Trask River pit on August 18th, 1949, and crushing started on December 12th. Crushing was completed on March 4th, 1950, with 42,000 yards of crushed or screened gravel produced. The plant was in actual operation for 432 hours and averaged 97 cu. yds. per hour working time. All material produced was stockpiled at the plant site and later reloaded for use on the road or at the asphalt plant. In order to operate during high water periods, a considerable amount of gravel was loaded and piled ahead of the feeder at the crushing plant and was later reloaded and hauled to the feeder. The extra handling of material, for example load in pit and haul to surge pile at feeder, load and haul surge pile to feeder, haul from bunker to stockpile and then reload from stockpiles and haul to road, greatly increased the cost of crushed material, and these items show a loss even with high plant production. Mineral aggregate delivered to the asphalt plant cost $2.81 per cu. yd.

Carl Johnson performed the miscellaneous street items on the city section.

Asphalt Paving and Oiling

For the Class "B" asphaltic concrete the Acme Construction Co. used a 3,000-lb. batch Madsen plant and located it adjacent to the center of the job. The plant was moved in during the early summer of 1950, but as the other contractors did not have the grade ready, production did not start until July 17th. Work continued intermittently as grade was prepared, and paving was completed on September 17th, 1950. Actual operating time was 269½ hours, and production averaged 85 tons per operating hour. With high production and a good bid price the contractor made an excellent profit on this item in spite of lost time and high labor costs due to carrying men on full time during shutdowns. The haul averaged only one mile and the contractor's own five trucks made all but the extreme haul, for which two hired trucks were added.

Summation

The three main contractors on this project made a profit, although the grading and surfacing contractors' profit was made from subcontracting on the structures and street work. The surfacing contractor would have shown a considerable loss had he not used his prewar equipment on which a depreciated rental rate was allowed. However, the equipment was in good condition and some new items were added to the crushing plant and a new blade grader and dough pay loader were used during the 1950 operations. The asphaltic concrete paving item shows an excellent profit due to a high bid price and good production.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
MAY 14 1951
FOR FILING

COPY FOR MR. Baldock
From H. B. Glaisyer, Secretary

WEST PACIFIC

Sales Co.

Distributors of Industrial Equipment
1825 S.W. 6th Avenue * Portland 1, Oregon *
BRoadway 3663

May 9, 1951

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Dear Sir:

On April third you wrote us in connection with our claim against Bemis & Company for materials purchased for the Maintenance Building in Eugene.

This is to advise you that we have received a check in full for our claim against this structure and that Bemis & Company's account is now paid in full, by cash and compromise.

Thanking you for your past courtesies, we are

Yours very truly,

WEST PACIFIC SALES COMPANY

/s/ K. L. Taniesie
By: K. L. Taniesie,
President

klt:pb

NOTED
State Highway Engineer

RECEIVED
APR 24 1951
FOR FILING

7-137(3)

3104

Mrs Lewis

April 23, 1951

Mr. Edwin C. Gerber
General Contractor
Route 5
Oregon City, Oregon

Dear Sir:

The State Highway Commission has, today, received information to the effect that Mr. Vernie Jarl has a claim against you in the amount of $24,341.85 for subcontract work performed for you on the Tillamook - Pleasant Valley job. The Highway Commission has also received instructions, from the United Pacific Insurance Company on the bond furnished by you in connection with this project, not to make final payment to you in connection with this contract until Mr. Jarl's claim has been satisfactorily disposed of.

In view of this claim and the instructions, we cannot release final payment to you as originally intended.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

HBG:chr

cc Floyd Query
M. H. Hawke

P. S. Since dictating the above, your daughter, Mrs. Erna Gerber Larson, handed me your letter of April 21, 1951, in which you advise that you owe Mr. Jarl 3 percent retentions, or about $11,000. We will make note of this in our records, but still cannot release the final payment because of the instructions from the United Pacific Insurance Company.

TED ON CARD

EDWIN C. GERBER
GENERAL CONTRACTOR
Route 5
OREGON CITY, OREGON
Phone Redland 164

Field Office

April 21, 1951

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Subject: Contract No. 3104

Attention: Mr. H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

We have received on April 21, 1951 a copy of a letter from the United Pacific Insurance Company, mailed to your office, stating that I still owe Mr. Verne Jarl approximately $24,000.00.

Our records show Mr. Jarl has a 3% retention coming, or approximately $11,000.00, due him when I receive my final estimate.

According to my subcontract with Mr. Jarl, he is to be paid his 3% when I receive my money.

Yours very truly,

Edwin C. Gerber

Edwin C. Gerber

RECEIVED
APR 23 1951
OREGON
STATE HIGHWAY COMMISSION

Erna Gerber Larson
Contract

ACKNOWLEDGED
H. B. GLAISYER

[illegible]
[illegible]

RECEIVED
APR 24 1951
FOR FILING

7-137(3)

3104

Mrs Lewis

April 23, 1951

Mr. E. T. Lynch, Manager
Fidelity and Surety Department
United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Dear Mr. Lynch:

This acknowledges receipt of your letter of April 20 requesting, in view of the claim of Mr. Vernie Jarl, subcontractor, against Mr. Edwin C. Gerber, primary contractor, for construction of the Tillamook - Pleasant Valley Section of the Oregon Coast Highway, Contract No. 3104, which claim is in the approximate amount of $24,000, that final payment shall not be made to Mr. Gerber in connection with the job pending satisfactory settlement of the claim.

Pursuant to these instructions, no further payment will be made to Mr. Gerber in connection with the contract until notified that the claim of Mr. Jarl has been paid.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

HBG:ehr

cc Floyd Query
M. E. Hawke

NOTED ON CARD
11-23-51

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

April 20, 1951

COPIES TO COMMISSIONERS
Floyd Query
M. [illegible]
R. H. Baldock
W. C. Williams

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Subject: Bond #99965 Edwin C. Gerber, State Highway Contract No. 3104

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Thank you very much for your letter of April 17, 1951 wherein you advise that various claims previously filed against the above contract have been satisfied and you were accordingly making arrangements to issue final payment to Mr. Gerber in the amount of $20,117.08.

We now wish to advise that we are notified of an unpaid claim in the approximate amount of $24,000 by Vernie Jarl, subcontractor on this job. In view of this new claim, we should like to request that final payment not be made to Edwin C. Gerber pending satisfactory settlement of this claim.

Yours very truly

E. T. Lynch

E. T. Lynch, Manager
Fidelity and Surety Department

ETL:lg

cc:ECGerber, Oregon City
Francis I. Smith, Equitable Bldg.
Portland

Lynch

ANSWERED
H. B. GLAISYER

RECEIVED
APR 23 1951
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
4-23-51 g

AUTOMOBILE --- FIDELITY & SURETY --- BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE --- PLATE GLASS --- GROUP DISABILITY

RECEIVED

FOR FILING

7-137(3)

3104

Mrs Lewis

April 23, 1951

Francis I. Smith
Attorney at Law
Equitable Building
Portland 4, Oregon

Dear Mr. Smith:

This is to acknowledge receipt of your letter of April 20 advising of the claim of your client, Mr. Vernie Jarl, against contractor Mr. Edwin C. Gerber in the amount of $24,341.85, representing a balance due the sub-contractor for work in connection with Mr. Gerber's contract with the State Highway Commission for the construction of the Tillamook-Pleasant Valley Project in Tillamook County.

I also received, in this morning's mail, a letter from Mr. E. T. Lynch, Manager of the Fidelity and Surety Department of the United Pacific Insurance Company, requesting that final payment not be made to Mr. Gerber in connection with the job until the claim of Mr. Jarl has been satisfied. We shall honor this request.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

HBG:ehr

cc United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Floyd Query
M. H. Hawke

4-23-51, gl

FRANCIS I. SMITH
ATTORNEY AT LAW
EQUITABLE BUILDING
PORTLAND 4, OREGON

April 20, 1951

COPIES TO COMMISSIONERS
United Pacific Insurance Co.
Floyd Query
M. Sd. S Saunder
R. Sd. Baldock
W. C. Williams

State Highway Commission
State Capitol
Salem, Oregon

Attention: Mr. Glazier

Re: E. C. Gerber, Contract No. 3104
Tillamook - Pleasant Valley

Gentlemen:

This is to advise you that the above noted contractor, Edwin C. Gerber, at this time still remains indebted to my client, Mr. Vernie Jarl, in the sum of $24,341.85 under the terms of a subcontract entered into between Mr. Jarl and Mr. Gerber on the 3rd day of February, 1949, whereby Mr. Jarl as a subcontractor was to furnish certain material and perform certain work on the Tillamook - Pleasant Valley job.

There may be a slight adjustment on the said figure of $24,341.85; and Mr. Jarl is going to Salem next Monday morning to ascertain the exact figures. A formal claim will be filed at the Secretary of State's office as required by law.

My only purpose in sending you this notice is to advise you, prior to final settlement with Mr. Gerber, of the indebtedness due my client.

Yours respectfully,

Francis I. Smith

Francis I. Smith

ACKNOWLEDGED
H. B. GLAISYER

fis-d

cc: United Pacific Insurance Company
Board of Trade Building
Portland, Oregon

ON CARD

4-23-51

RECEIVED
APR 23 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 19 1951
FOR FILING

7-121 (2)

3104

April 17, 1951

Mrs Lewis

Mr. E. T. Lynch, Manager
Fidelity and Surety Department
United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Dear Mr. Lynch:

Reference is made to your letter of April 11 acknowleding mine of April 4, concerning the Edwin C. Gerber contract No. 3104 for construction of the Tillamook-Pleasant Valley Section of the Oregon Coast Highway.

You mention in the second paragraph of your letter certain claims outstanding against this work. Subsequent to writing you on April 4, two of these claims have been satisfied, viz: Dolan Construction Company, in the amount of $5,548.75, and Farnham Electric Company, in the amount of $1,350.00 less $81.00. The claim of Orville F. Kaser has not been satisfied, although it has been reduced to judgment in the Circuit Court of Tillamook County. With respect to it, I have received a letter from Mr. Kaser's attorney, Warren A. McMinimee, Tillamook, a copy of which I enclose.

In view of this letter, we will proceed with the making of final payment with Mr. Gerber as though no claim existed. The voucher covering the final payment has been or will be shortly mailed to Mr. Gerber for acceptance; when returned, properly executed, payment thereof will be expedited as much as possible.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ds
cc: M. H. Hawke
Floyd Query

4-17-51

UNITED PACIFIC

INSURANCE COMPANY

Portland Office - 627 Board of Trade Building

Portland 4, Oregon

April 11, 1951

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Subject: Bond #99965 Edwin C. Gerber, Contract No. 3104

Gentlemen:

This will acknowledge receipt of your letter of April 4, 1951 wherein you advise State Highway Contract No. 3104 for work performed on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County was completed by the contractor, Edwin C. Gerber on October 20, 1950 and was formally accepted by the Highway Commission on January 23, 1951.

You further advise that final payment in the amount of $20,117.08 will be released to the contractor on or after April 14, 1951 providing outstanding claims have been paid and your office notified accordingly. You have listed the claims in your letter as one filed by Orval F. Kiser against Vernie Jarl, subcontractor, for damages and gravel; claim by Dolan Construction Company for materials and provisions in the amount of $5,548.75; and claim by Farnham Electric Company in the amount of $1,350 less $81.

We shall appreciate it if your office will advise when final payment is made as well as advice as to when the outstanding claims have been satisfied.

Thank you very much for providing this information.

Yours very truly

(SIGNED) E. T. LYNCH

ETL:lg

E. T. Lynch, Manager
Fidelity and Surety Department

RECEIVED
APR 19 1951
FOR FILING

7-137 (3)

3104

April 17, 1951

Mr. Warren A. McMinimee
Attorney at Law
Tillamook Building
Tillamook, Oregon

Dear Mr. McMinimee:

I wish to thank you for your letter of April 13th advising that it is satisfactory so far as your client, Mr. Orville F. Kaser, is concerned, for the State Highway Commission to make final payment in connection with the Edwin C. Gerber contract No. 3104 for construction of the Tillamook-Pleasant Valley Section.

The voucher covering the final payment has been prepared and I believe has been forwarded to Mr. Gerber for acceptance. When it is returned properly executed, it will be submitted for immediate payment and we will expedite the matter as quickly as possible.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:da

V-17-51 jk

WARREN A. McMINIMEE
ATTORNEY AT LAW
TILLAMOOK BUILDING
TILLAMOOK, OREGON

13 April 1951

Oregon State Highway Commission
Salem, Oregon

Re: Edwin C. Gerber Contract #3104
Tillamook-Pleasant Valley
(Circuit Court Case #8786
Kaser vs. Jarl)

Gentlemen:

I received a phone call from Mr. Francis I. Smith, attorney for Vernie Jarl, on this date and he suggested that I satisfy the judgment in order to facilitate the payment on the Gerber construction contract south of Tillamook.

I have done this and the record is clear for you to make the payment as I am confident that Mr. Smith will send me the amount of the judgment, and this will give you authority as far as any judgment against Vernie Jarl on account of Orval F. Kaser is concerned to make your payment to Mr. Jarl.

Very truly yours,

Warren A. McMinimee
Warren A. McMinimee

WAM:awb
CC: Francis I. Smith
Equitable Building
Portland 4, Oregon

ANSWERED
H. B. GLAISYER

[illegible]

RECEIVED
APR 1
FOR FILING

7-137(3)

3104

mo Lewis

April 11, 1951

Mr. Edwin C. Garber
Route 5, Box 505
Oregon City, Oregon

Dear Mr. Garber:

The State Highway Commission is about ready to make final payment to you in connection with your Contract No. 1104 for the construction of the Tillamook-Pleasant Valley Section of the Oregon Coast Highway. I am informed that the final payment will be in the amount of $20,117.08.

According to our records there is one outstanding claim against your work, it being that of Orval F. Kaser against Vernie Jarl, your subcontractor, in the amount of $553.40. It is the Highway Commission's understanding that this claim has been reduced to judgment in the Circuit Court of Tillamook County, and that it is now drawing interest at the rate of 6% per annum.

The Highway Commission cannot release final payment to you until this claim has been satisfied. It is our feeling that you should have this information so you can take action as may be necessary under the circumstances.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

cc - Floyd Query

NOTED ON CARD
4-11-51

April 11, 1951

Warren A. McMinimee, Attorney at Law
Tillamook Building
Tillamook, Oregon

Dear Mr. McMinimee:

I wish to thank you for your letter of April 9 regarding the claim of Orval F. Kaser against Vernie Jerl, subcontractor on the Edwin C. Gerber Contract No. 3104 for the construction of the Tillamook-Pleasant Valley Section of the Oregon Coast Highway. It is noted that Mr. Kaser's claim, which is in the amount of $553.40, has not yet been paid. You also inquire if there are funds available which may be subject to levy on execution, or if the Highway Commission will pay this claim direct.

The Highway Commission knows nothing whatsoever of the authenticity of this claim and is not in a position to pay it. The Commission is still owing Mr. Gerber in connection with this job the sum of $20,117.08, which amount will be paid to him when the Commission is advised that all outstanding claims on record in this office against the job have been paid.

We are about ready to release the final warrant. It is suggested, therefore, that you call the claim again to the attention of Mr. Gerber before you take any further legal action.

Respectfully yours,

HBG/fm

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - M. H. Hawks
Floyd Query

4-11-51

WARREN A. McMINIMEE
ATTORNEY AT LAW
TILLAMOOK BUILDING
TILLAMOOK, OREGON

9 April 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I acknowledge your letter of April 4th with respect to my client, Orval F. Kaser's claim against Vernie Jarl, sub-contractor on the Edwin C. Gerber contract, No. 3104 for grading, paving and structures on the Tillamook-Pleasant Valley section of the Oregon Coast Highway.

The claim of my client has not been paid. It has been reduced to judgment in Tillamook County in the Circuit Court of the State of Oregon for Tillamook County. The amount of the judgment was $500.00 plus $53.40, or a total of $553.40, which judgment is drawing interest at the rate of 6% per annum from this date.

I would be pleased to have you advise me if there are funds available which may be subject to levy on execution, or if you will pay the same without the necessity of my going to that additional trouble and expense. I await your reply.

Very truly yours,

Warren A. McMinimee
Warren A. McMinimee

WAM:awb

$20,117.08

NOTE TO [illegible]
DATE 4/11

ANSWERED
H. B. GLAISYER

4-11-51, [illegible]

RECEIVED
APR 4 - 1951
FOR FILING

7-137(3)

3104

April 4, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14
Washington

Gentlemen:

State highway contract No. 3104 for work performed on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County was completed by the contractor, Edwin C. Gerber, on October 20, 1950 and was formally accepted by the Highway Commission on January 23, 1951.

Final payment in the amount of $20,117.08 will be released to the contractor on or after April 14, 1951, providing outstanding claims have been paid and this office notified. The total contract amount is $751,157.29, and no force account work was performed on the project.

The following claims have been filed against this project, of which you have been previously notified:

Claim by Orval F. Kiser against Vernie Jarl, subcontractor, for damages and gravel.
Claim by Dolan Construction Co. for materials and provisions in the amount of $5,548.75.
Claim by Farnham Electric Co. in the amount of $1,350.00, less $81.

We are sending this notice to you as your Company is surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Portland Branch Office

Durham & Bates

NOTED ON CARD

4-11-51

RECEIVED
APR 11 1951
FOR FILING

7-137(3)
3104

April 4, 1951

Mr. Geo. P. Winslow
Attorney
Tillamook Bldg.
Tillamook, Oregon

Dear Mr. Winslow:

The records of the State Highway Commission reveal that a claim was filed by you on behalf of your client, Dolan Construction Company, against Edwin C. Gerber's contract No. 3104 for grading, paving and structures on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, the said claim being in the amount of $5,548.75 for materials and provisions furnished the contractor.

Final payment will be released to Mr. Gerber on or after April 14, 1951, and we are writing to inquire whether or not your claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

[illegible]
4-4-51

GEO. P. WINSLOW
ATTORNEY AND COUNSELOR AT LAW
TILLAMOOK BUILDING
TILLAMOOK, OREGON

REFERRED TO query this [illegible]
BY SECRETARY
note on card

April 5, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen: In re: Gerber Contract No. 3104

Replying to yours of April 4th, will say that the Dolan Construction Company's account against the contract above referred to has been taken care of in full.

Very truly yours,

Geo P Winslow

W:R

RECEIVED [illegible] STATE HIGHWAY COMMISSION

NOTED ON CARD
4-6-51

RECEIVED
APR
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

7-137(3)

3104

April 4, 1951

Farnham Electric Company
546 Third Street
McMinnville, Oregon

Attention: Mr. W. Farnham

Gentlemen:

The records of the State Highway Commission reveal a claim filed by you against Edwin C. Gerber's contract No. 3104, covering grading, paving and structures on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, said claim being in the amount of $1,350.00 less $81.00 paid to you by Mr. Johnson.

Final payment will be released to Mr. Gerber on or after April 14, 1951, and we are writing to inquire whether or not your claim has been satisfied.

NOTED
H. B. GLAISYER

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer

Secretary

gl

Our claim for $1,350.00 against Mr. Gerber for lighting structures on the Tillamook-Pleasant Valley Section has been satisfied. Thank you.

Farnham Electric Co.

W. Farnham

NOTED
BY SECRETARY

Mrs. [illegible] noted on card.
Are there additional claims??

4/10 There are no claims outstanding [illegible] this date. JC

April 4, 1951

Farnham Electric Company
546 Third Street
McMinnville, Oregon

Attention: Mr. W. Farnham

Gentlemen:

The records of the State Highway Commission reveal a claim filed by you against Edwin C. Gerber's contract No. 3104, covering grading, paving and structures on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, said claim being in the amount of $1,350.00 less $61.00 paid to you by Mr. Johnson.

Final payment will be released to Mr. Gerber on or after April 14, 1951, and we are writing to inquire whether or not your claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

4-4-51 gl

RECEIVED
APR 19 1951
FOR FILING

7-137(3)

3104

April 4, 1951

Mr. Warren A. McMinimee
Attorney at Law
Tillamook Bldg.
Tillamook, Oregon

Dear Mr. McMinimee:

The records of the State Highway Commission reveal that a claim was filed by you for your client, Orval F. Kiser, against Vernie Jarl, subcontractor on Edwin C. Gerber's contract No. 3104 for grading, paving and structures on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, said claim being for an unstated amount representing damages and a balance due for gravel.

Final payment will be released to Mr. Gerber on or after April 14, 1951, and we are writing to inquire whether or not your claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

4-4-51, jC

Form E-1—5M—3-50

7137(3)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 9 1951

Section Tillamook-Pleasant Valley

Kind of work Grading, Paving & Structures

Highway Oregon Coast

Section prefix 29-1041

Contractor E. C. Gerber

Contract number 3104

Date of contract January 28 1949

Date of completion August 31 1950

Date work started February 28 1949

Estimated date of completion , 19

Amount of contract $792,215.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $760,636.35

Per cent of contract completed, based on total contract price %

Engineering cost to date $64,900, 8.20 %

Date project was completed October 20 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Head Chainman worked Monday thru Thursday, Transitman and self, Monday thru Friday. Completed final plan and profile.

This is the final weekly report.

Signed Arthur Duffy

Address Box 169 Tillamook, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.74	5.74			5.74
Miles partially completed	5.74	5.74			5.74
Miles completed	5.74	5.74			5.74
Total estimated quantities	393,504 cy	70,120 cy			23,139 ton
Estimated quantities moved or placed to date	393,504 cy	70,120 cy			23,139 ton
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	snow		
Tuesday	snow		
Wednesday	snow		
Thursday	snow		
Friday	snow		
Saturday			

State Printing Dept. 39642

RECEIVED
MAR 5 - 1951
FOR FILING

7-137(3)
3104

March 1, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Edwin C. Gerber on contract No. 3104, for grading, paving and structures on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County. This payment, in the amount of $46,498.56, will be made on or after March 12, 1951. The retained percentage is $22,609.49.

The following claims have been filed against this project, of which you have been previously notified:

Claim by Orval F. Kiser against Vernie Jarl, subcontractor, for damages and gravel.
Claim by Dolan Construction Co. in the amount of $5,548.75.
Claim by Farnham Electric Co. in the amount of $1,350.00, less $81.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc: Portland Branch Office

Durham & Bates

NOTED ON CARD
3-1-51

RECEIVED

FOR FILING

7-137(3)

3104

February 6, 1951

Delan Construction Co.
Tillamook, Oregon

Gentlemen:

Pursuant to your request for quantities of materials used on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, State Highway Contract No. 3104 with Edwin C. Gerber, the following quantities were reported by our Engineer as being used to October 10, 1950, on Estimate No. 17. These quantities are not necessarily final.

3" - 0 Material in base	61,111. 5 cu.yds.
3/4" - 0 Material in base and shoulders	8,422. 5 cu.yds.
3/4" - 0 Material in binder course	643. 0 cu.yds.
Class "B" asphaltic concrete	22,883.16 tons

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DSP:cw

RECEIVED
FOR FILING

7-137(3)

3104

January 26, 1951

General Petroleum Corporation
710 Northeast Holladay Street
Portland 14, Oregon

Attention: Mr. R. L. Weshoe

Gentlemen:

This is to acknowledge your letter of January 25 concerning a balance due your company in the sum of $3,571.61 for petroleum products furnished to Edwin C. Gerber on State Highway Contract 3104. Mr. Gerber, as stated in your letter, has not yet received the final payment on this contract. He has due him at this time on the above job approximately $60,000.

The contract was completed on October 20, 1950, and accepted by the Commission on January 23, 1951. Final payment may be made in about six weeks.

If you wish to file a claim against this contract, please let us know and we will advise you as to what steps should be taken for the protection of your claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

GENERAL PETROLEUM CORPORATION
A SOCONY-VACUUM COMPANY
710 Northeast Holladay Street, Portland 14, Oregon

January 25, 1951

Oregon State Highway Commission
Salem, Oregon

Re: Edwin C. Gerber

Gentlemen:

When the above contractor was working on the Tillamook-Pleasant Valley section of the Oregon coast highway, Contract #3104, we furnished the petroleum requirements. There is still due us an amount of $3,171.61 from this job, and Mr. Gerber has informed us that the reason he cannot pay is that he has not received his final estimate from the state.

We would appreciate your verifying this for us so that we may properly handle the account.

Completed 10-20-50
3rd notice 1-3-51

retained as of 10-10-50 $59,416.13

Yours very truly,

R. L. Wochos
DIVISION CREDIT DEPARTMENT

RLWochos:md

RECEIVED
JAN 26 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 8 - 1951
FOR FILING

7-137(3)

3104

January 2, 1951

Mr. Edwin C. Gerber
Rte 5, Box 505
Oregon City
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on December 19, 1950, had under discussion your request for an extension of time of 60 days, from August 31 to October 29, 1950, within which to complete your contract No. 3104 for work on the Tillamook-Pleasant Valley Section on the Oregon Coast Highway in Tillamook County.

The Highway Commission granted your request for an extension of time, however, all engineering costs are to be assessed from August 31, 1950 to the date of completion as penalty. I was also instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Mason,
Division Engineer

Arthur Duffy,
Resident Engineer

H. G. Smith

NOTED ON CARD
1-2-51g

RECEIVED
DEC 19 1950
FOR FILING

7-137(3)

3104

December 15, 1950

Request for Extension of Time
No. 10
December 19-20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Edwin C. [illegible] for an extension of time on Contract No. 3104, Tillamook-Pleasant Valley Section of the Oregon Coast Highway, from August 31, 1950 to October 29, 1950.

The contractor did not attempt to prosecute the surfacing in the early summer so that this contract might be paved within the time limit. He was repeatedly requested to expedite his work, but failed to pay any attention to these requests.

I recommend that the extension be granted with engineering penalties to be assessed from August 31, 1950 to the date of completion. Mr. [illegible] of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me:ko
cc W. C. Williams
E. G. Smith

RECEIVED
DEC 15 1950
FOR FILING

F137(3)

December 12, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3104, Tillamook-Pleasant Valley Section of the Oregon Coast Highway, Ore. F-137 (3) from August 31, 1950 to October 29, 1950 to Edwin G. Gerber, Contractor.

The Contractor did not attempt to prosecute the surfacing in the early summer so that this contract might be paved within the time limit, and he was repeatedly requested to expedite his work but failed to pay any attention to our request.

I would, therefore, recommend that the extension be granted with engineering penalty to be assessed from August 31, 1950 to the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. W. Stiffler
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
FOR FILING

7-137(3)

3104

November 27, 1950

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. E. T. Lynch

Gentlemen:

We have your letter of November 22 concerning the amount of money due Edwin C. Gerber under State Highway Contract No. 3104. This contract was completed October 20 but to date neither the semi-final nor the final estimates have been computed. The last estimate that we have is No. 17 for work performed up to October 10, 1950. The retained percentage as of this estimate is $59,416.13. This contract has not yet been accepted by the Commission, although it may be presented for acceptance at the Commission meeting on December 19 and 20. If it is so presented, final payment will be made not sooner than ten days following acceptance.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

UNITED PACIFIC
Insurance Company
HOME OFFICE - TACOMA, WASHINGTON
PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

REFERRED TO [illegible] BY SECRETARY
p'[illegible] reply
3104

November 22, 1950

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Subject: Bond #99965 Edwin C. Gerber, Contract No. 3104

Gentlemen:

In view of the recent claims filed with the Oregon State Highway Commission against Edwin C. Gerber and the United Pacific Insurance Company as surety, on State Highway Contract No. 3104, it shall be appreciated if your office will advise the remaining money due Mr. Gerber for work performed under this contract including retainage. We shall also appreciate information as to when the State Highway Commission anticipates making payment to Mr. Gerber and the amount involved.

Thank you very much for an early reply in this matter.

Yours very truly

E. T. Lynch
E. T. Lynch, Manager
Fidelity and Surety Department

ETL:lg

est. #17 to 10-10-50 743,957.78 total
59,416.13 retained

est. #17 $41,313.13

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

3104

Mrs Lewis

November 13, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter from Farnham Electric Company, 546 Third Street, McMinnville, Oregon, advising that they have a claim against Edwin C. Gerber which, apparently, is in the sum of $1,350.00 less a payment of $81.00 made on December 12, 1940. This claim, they advise, is in connection with highway lighting work performed on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County, State Highway Contract No. 3104. There is attached a copy of the Farnham Electric Company's letter.

This information is furnished as the United Pacific Insurance Company appears as surety on the bond furnished in connection with Contract 3104.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

cc - Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

NOTED ON CARD
11-13-

NOV 14 1950
FOR FILING

7-137(3)
3104

3104 Mrs Lewis

November 13, 1950

Farnham Electric Company
546 Third Street
McMinnville, Oregon

Attention: Mr. W. Farnham

Gentlemen:

A copy of your letter of November 2nd addressed to Mr. Dave Eason with a copy of his reply to you concerning your claim against E. C. Gerber on Contract No. 3104 for grading, paving and structures on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County has been referred to this office. From the contents of your letter it appears that the total amount of your claim is $1,350 less $81.00 paid to you by Mr. Johnson. Edwin C. Gerber is the principal contractor on this job and as such he has provided a performance bond with State Highway Contract No. 3104 covering the above-mentioned job. The surety on this bond is United Pacific Insurance Company whose agent is Durham and Bates, 901 S. W. Washington, Portland 5. Your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

If you wish to protect your claim for a period longer than six months following completion and acceptance of the job it is suggested that you file your claim with the Secretary of State. To facilitate filing such a claim there is attached an excerpt from the Oregon Laws outlining the necessary procedure.

This contract was completed on October 20, 1950, but to date has not been accepted by the Commission.

The State does not enter into determination of the validity of claims; however, the bond furnished by the contractor provides not only for satisfactory completion of the contract but also for the payment of all just labor and materials bills incurred in connection therewith.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

cc - F. D. Eason

11-13-50

FORM E-123X 25M 5-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

November 10, 1950

29-1041

3104

Mr. W. Farnham,
Farnham Electric Company,
546 Third Street,
McMinnville, Oregon.

Dear Sir:

I have your letter of November 2 advising of the difficulty you are having in getting any satisfaction out of E. C. Gerber in settlement for work performed on the Tillamook contract.

If you are unable to get payment direct from Mr. Gerber, I think it would be advisable to submit your claims to Mr. Gerber's surety. I am asking the Secretary of the Commission to send you a copy of the law applying and instructions of how to proceed in presenting the claim against Mr. Gerber. You should receive this information within the next week.

Yours very truly,

F. D. MASON,
Division Engineer.

FDM:AM
cc Mr. H. B. Glaisyer ✓

query
prepare letter
note on card

11-13-50 js

COPY

FARNHAM ELECTRIC CO.

546 Third Street Telephone 2131

McMinnville, Oregon

November 2, 1950

Mr. Dave Eason
State Highway Department
Salem, Oregon

Dear Sir:

We wish to call to your attention recent highway lighting done by our firm on Highway 101, South entrance to Tillamook.

The contractor on this job was the E. C. Gerber Co. of Grass Valley. We were acting as sub-contractors to Carl Johnson who had the contract for concrete work.

At this date the only reimbursement we have received on this job is $81.00 paid to us by Mr. Johnson on Dec. 12, 1949. We have been advised by Mr. Gerber's office that Carl Johnson has received payment and that we are to look to him for the amount of our contract. However, such is not the case. Mr. Johnson has received no payments on this job (with the exception of the $81.00).

Will you advise what steps can be taken to obtain settlement of our contracts on this job.

We wish also to call to your attention the fact that due to poor handling of this job and lack of co-operation by the E. C. Gerber Co., our labor costs were doubled; our contract figure being $1350.00 and the actual total of the job amounting to $2010.69.

Kindly advise us concerning the above.

Yours truly,

Farnham Electric Co.

/S/ W. Farnham

11-13-50 igl

RECEIVED
OCT 26 1950
FOR FILING

7-137(3)

3104

October 25, 1950

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: E. T. Lynch, Manager
Fidelity and Surety Department

Gentlemen:

Subject: Edwin C. Gerber
Bond No. 99965 Contract 3104

We have your letter of October 23 concerning the status of claims in connection with the above-mentioned contract.

No claims have been received in this office other than the two mentioned in your letter. We are now advised that this contract was completed on October 20, 1950; at this date, however, it has not yet been accepted by the Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING

PORTLAND 4, OREGON

October 23, 1950

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Subject: Edwin C. Gerber, Bond #99965 Contract No.3104

Gentlemen;

In response to a status inquiry from this office you recently advised that the contract covered under the captioned bond was approximately 89% complete with the probable date of completion October 20, 1950. Also, in answer to our question regarding the filing of any liens against the job, you have advised that liens have been filed.

We have previously received information from your office of a claim filed on November 21, 1949 by Warren A. Mc Minnimee whose address is Tillamook Building, Tillamook, Oregon, advising that his client, Orval F. Kaiser had a claim against Vernie Jarl, a subcontractor on the bond. You furnished information on this claim in your letter of February 3, 1950.

In your letter of May 31, 1950 you advised that you had received a notice of claim from Mr. George P. Winslow, attorney, Tillamook,Building, Tillamook, Oregon in which it was claimed that Mr. Edwin C. Gerber was indebted to the Dolan Construction Company for materials and provisions furnished in the sum of $5,548.75 in connection with this contract.

BY SECRETARY

We do not have any information as to any other claims filed. We shall appreciate word from your office as to whether or not there have been additional claims filed and also information as to whether or not the job has as yet been finally completed.

If additional claims have been filed we should appreciate being advised the name of the claimant and/or claimants and the nature of the claim involved. Any additional information that you may be able to furnish that will facilitate our investigation will be very much appreciated.

Thanks very much for your co-operation.

Yours very truly

E. T. Lynch

E. T. Lynch, Manager
Fidelity and Surety Department

ETL:lg

RECEIVED
OCT 24 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 25 1950
FOR FILING

F-137(3)

3104

October 23, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 20, 1950 on Contract No. 3104, Tillamook-Pleasant Valley Section, in connection with Federal Aid Project No. F-137 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: John Cattrall
[illegible]

RECEIVED
1950
FOR FILING

S137(2)

August 29, 1950

copy

Mr. T. M. Davis,
District Engineer
Bureau of Public Roadd
Post Office Box3900
Portland 8, Oregon.

Dear Sir:

Referemce is made to your letter of August 18, relative to the Sherars Grade-Grass Valley Section, Oregon S-91(2). It is true that progess on this project has been unsatisfactory by reason of the contractor's (Edwin C. Gerber) trying to personally supervise operations on this job as well as his Tillamook-Pleasant Valley Section.

Due to the Tillamook-Pleasant Valley Section's being of much more importance, we have brought all possible pressure to bear on Mr. Gerber to complete that job, and we know that is we unduly interfore with his operations there in order to expedire the Sherars Grade-Grass Valley Section neither job will be finished this year.

As it is now, it appears that the Sherars Grade-Grass Valley Section can be completed as far as the rock surfacing is concerned this fall, and the oiling done early next year.

It is our intent in the future to advise our Commission to be cautious in awarding more that one job to Mr. Gerber, as he apparently does not have the qualifications to run more than one job at a time.

As it is now, the best thing to do is to make certain he completes his Tillamook job, and as soon as that is out of the way bring more pressure on him to expedite the Grass Valley job.

Very truly yours,

R.H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer.

copy

WCW:ME

cc Mr. H. G. Smith

RECEIVED

FOR FILING

F 157(3)

31

August 9, 1950

Mr. Edwin C. Gerber
P. O. Box 374
Tillamook, Oregon

Dear Sir:

I do not consider your letter of August 7 as a satisfactory answer to our request for speeding up operations on your Tillamook-Pleasant Valley contract. Your assertion, that the reason the job is not progressing satisfactorily is due to engineering supervision, is without any foundation. Our engineer on this project is a well qualified engineer and has proved, during his long experience with the Highway Commission, that he is entirely capable of supervising a job of this type and effects cooperation with any contractors or their personnel that show any spirit of cooperation.

I am told that you have complained at certain times of lack of survey stakes. We have set stakes over and over again on certain portions of your contract, and I wish to advise you that we shall expect better observance of specifications requiring the protection of such stakes in the future. I quote to you as follows from the general provisions of your contract:

"The contractor shall give the engineer such facilities and assistance in establishing lines, grades and points as he may require, and the engineer's marks and stakes must be carefully preserved. Whenever such marks or stakes are obliterated or disturbed by the contractor or his forces, the cost of resetting same shall be charged to the contractor and deducted from his estimates."

I must further advise you that this is a federal-aid job, and the engineers of the Bureau of Public Roads have advised us that progress on the job is not satisfactory and have requested that we take such steps as are necessary to obtain completion of the job within the specified time limit.

If, in the next few days, progress does not indicate that you will complete the project on time, we shall immediately ask your surety company to take such steps as are necessary to assure completion within the time limit. We cannot tolerate this job's being carried over another winter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. F. D. Eason
WCW:MS

EDWIN C. GERBER
GENERAL CONTRACTOR
Route #5
OREGON CITY, OREGON
Phone Redland 164

Field Office

P.O. Box 374
Tillamook, Oregon

August 7, 1950

Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Attention: Mr. W. C. Williams

Dear Mr. Williams:

I have your letter of July 31 and we have done the following: We have 28 trucks and 3 blades on the job, and have sufficient road prepared for paving as fast as our paving man cares to produce it.

The organization of our job is as efficient as the man who is in charge of it, apparently the defects are indecision, vacillation and inability of this man to get along with the grading, bridge and curb contractors and his own men. I suggest a closer cooperation on his part.

I am anxious to see this job done as quickly as possible, so please give this matter your immediate attention.

Very truly yours,

Edwin C. Gerber

Edwin C. Gerber

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG - 2 1950
FOR FILING

7-137(3)

July 31, 1950

Mr. R. C. Gerber
Route 5, Box 505
Oregon City, Oregon

Dear Sir:

Several weeks ago at Hebo you advised Mr. Smith you would install sufficient trucks, graders, and rollers to prepare the base ahead of your paving contractor on the Tillamook-Pleasant Valley Section. The progress of the work indicates that you have not done so, and that the job is so disorganized that you will not be able to complete before unfavorable fall weather. Your paving man also indicates that he is dissatisfied with the progress of the operations and feels he will be compelled to abandon the job unless it is immediately reorganized and adequate progress is made.

The men placing the top soil seem to be efficient operators, and I would suggest that you assign them some other portions of the work, such as finishing, and that a competent foreman be placed in charge of the rolling and spreading so that each portion of the work can be coordinated and performed at the proper time.

Unless a material progress can be made on this job during the next week, it will be necessary for us to insist upon a complete reorganization of the job, because we cannot tolerate an unfinished road over the winter months.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. F. D. Mason

RECEIVED
[illegible] 1950
FOR FILING

F-137(3)

3104

1990

July 6, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of July 3, relative to the apparent unsatisfactory progress being made by E. C. Gerber on Oregon Project F-137 (3), Tillamook-Pleasant Valley Section of the Oregon Coast Highway.

We were advised by Mr. Gerber that he, personally, would be present on this project on July 5 and have sufficient trucks, blades, and rollers to keep ahead of the paving contractor.

We shall do everything possible to see that Mr. Gerber performs his work in such a manner as to get the job done this year. In the event that he does not, we shall recommend that his prequalification be reduced to the extent that he will only be permitted to bid on projects that he can finish within the prescribed time limits.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. G. Smith

FORM E-30 25M 1-50 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3rd, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1990, progress on E. C. Gerber's contract on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, Oregon Project F-137(3), which is being complained about in the letter of T. M. Davis, District Engineer, Bureau of Public Roads.

Mr. Gerber assured me last week that he would be personally present on this project on July 5th, and have sufficient trucks, blades and rollers to keep ahead of his paving men. If Mr. Gerber does not perform with sufficient rapidity to get his jobs done this year, I would recommend that his prequalification be reduced so that he can only bid on one job. Gerber will not entrust his work to a competent superintndent. Consequently, when he has two large jobs, portions of one have to be delayed while he is working on the other. He feels he can finish both his jobs in good season, and we are doing everything possible to see he lives up to his promises.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

y 3, 1950

ASSIGNMENT

No. 1990xc
By

Description: XX Tom Davis' letter of June 30 re inspection of Project F-137 (3), Tillamook-Pleasant Valley Section of the Oregon Coast Highway

Acknowledged by _____ Referred to ___Smith ✓________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XX Return with rough draft of reply
Please prepare for ______________ signature

Assignment executed 7-5-50 ______ Report received ______
me

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 30, 1950

NOTED
H. G. SMITH

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Oregon Project F-137(3), the Tillamook-Pleasant Valley Section of the Oregon Coast Highway.

An inspection of this project made yesterday indicates the progress of this contract is not satisfactory and we wish to call this to your attention.

The contractor E.C. Gerber seems to have sublet the grading to Verne Jarl and the paving to the Acme Construction Company. Apparently Verne Jarl moved on the project after the winter shut down and resumed grading on May 22nd. This grading equipment was removed from the project on June 27th before either the grading or fine grading was completed. In the meantime, the paving sub contractors have their mixing plant 95% erected.

It seems apparent that the contractor is neglecting the proper superintendence of this project and in addition has subcontracted dangerously near the maximum percentage permitted under his contract. Good construction weather should prevail from now on and we suggest that every endeavor be made to force the contractor to speed up this work in order that it may be completed within the specified time limits of August 31, 1950. It would be very unfortunate if this project is not completed this year.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
1950
FOR FILING

7-137(3)

3104

3104 [illegible]

File 3

May 31, 1950

Mr. Geo. P. Winslow
Attorney
Tillamook Building
Tillamook, Oregon

Dear Mr. Winslow

As requested in your letter of May 26 there is enclosed a certified copy of the contract and bond furnished to Mr. Edwin C. Gerber, being State Highway Commission Contract No. 3104 for grading, paving and structures on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County.

This is in connection with the notice provided with your letter that Dolan Construction Company has a claim for materials and provisions furnished in the amount of $5,548.75 against Edwin C. Gerber for work on State Highway 101 about six miles south of Tillamook, which location we believe to be covered by our Contract No. 3104.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 5/29
Enc.

5-31-50 JC

3104

GEO. P. WINSLOW
ATTORNEY AND COUNSELOR AT LAW
TILLAMOOK BUILDING
TILLAMOOK, OREGON

May 26, 1950

State Highway Commission
Salem, Oregon

Gentlemen:

The Dolan Construction Company has a claim against Edwin C. Gerber, your contractor, for constructing and improving State Highway 101 approximately six miles south of Tillamook City, Oregon, and request is made that you furnish me with a certified copy of said contract and bond upon which the said contractor is doing said work.

Your prompt attention to this matter will be appreciated.

There is also enclosed herewith the notice provided for under Section 98-101, O.C.L.A., which the law requires to be given prior to bringing action upon the contractor's bond.

Very truly yours,

Geo P Winslow
Geo. P. Winslow

W:R
encl.

cc: Edwin C. Gerber

[illegible]
5-29-50 g

GEO. P. WINSLOW
ATTORNEY AND COUNSELOR AT LAW
TILLAMOOK BUILDING
TILLAMOOK, OREGON

May 26, 1950

State of Oregon
c/o State Highway Commission
Salem, Oregon

Gentlemen:

NOTICE IS HEREBY GIVEN that the undersigned, Dolan Construction Company, a corporation, has a claim for materials and provisions furnished in the sum of Five Thousand Five Hundred Forty-Eight and 75/100 ($5,548.75) Dollars, with interest thereon at the rate of six per cent per annum from the 1st day of March, 1950, against the bond taken from Edwin C. Gerber and his surety for the work of constructing and improving State Highway 101 from Tillamook City, Tillamook County, Oregon, south approximately six miles.

Dated this 26th day of May, 1950.

DOLAN CONSTRUCTION COMPANY

By Geo P Winslow
Attorney.

W:R

cc Edwin C. Gerber

[illegible]

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3104

Chris Lewis

May 31, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have today received a notice of claim from Mr. Geo. F. Winslow, Attorney, Tillamook Building, Tillamook, Oregon, in which it is claimed that Mr. Edwin C. Gerber is indebted to the Dolan Construction Company for materials and provisions furnished in the sum of $5,548.75 in connection with improvement of a state highway approximately six miles south of Tillamook. This appears to come under State Highway Contract No. 3104 with Mr. Edwin C. Gerber for grading, paving and structures on the Tillamook-Pleasant Valley Section on the Oregon Coast Highway in Tillamook County.

This information is provided as the United Pacific Insurance Company appears as surety on the bond executed in connection with Contract 3104.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 5/29

cc - Durham & Bates
901 S. W. Washington Street
Portland 5, Oregon

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

NOTED [illegible]

5-31-50 gl

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3104

February 3, 1950

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. Edward T. Lynch

Gentlemen:

This is in reply to your letter of February 1 regarding Bond No. 99965 to Edwin C. Gerber on Contract 3104.

On November 21st we received a letter from Warren A. McMinimee whose address is Tillamook Building, Tillamook, Oregon, advising that his client, Orval F. Kiser, permitted Vernie Jarl to remove gravel from his property on the Tillamook Road project south of Tillamook. He states that in violation of the agreement Jarl trespassed on other grounds to his client's damage and has neglected to pay the balance due for gravel removed in accordance with the contract. He states further that he wished to place on notice that his client has a substantial claim for unpaid gravel removed as well as damages. To date we have had no further information concerning this matter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

Mr. Vernie Jarl
438 South Roberts Avenue
Gresham, Oregon

NOTED ON CARD
2-3-50

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

February 1, 1950

Gerring: [illegible]

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Subject: Bond #99965 Edwin C. Gerber
Contract #3104

Gentlemen:

In response to a status inquiry from this office you recently advised that the contract covered under the captioned bond was approximately 53% complete, with the probable date of completion August 31, 1950. In answer to our question regarding the filing of any liens against the job, you advised that an unknown amount had been filed against Vernie Jarl, a sub-contractor on this work.

In our attempt to learn more about the claims filed against the job, we are advised that Vernie Jarl does not have any knowledge of any claims having been filed against his portion of the work on this contract.

In order that we may develop further information regarding these claims, it shall be very much appreciated if you can advise us the name of the claimant or claimants and the nature of the claims filed. Any additional information that you can furnish that will facilitate our investigation will be very much appreciated.

Thanks very much for your co-operation.

Yours very truly

E T Lynch
Edward T. Lynch, Manager
Fidelity and Surety Department

ETL:lg

2-3-50 gl

RECEIVED
FEB [illegible] 1950
FOR FILING

7-137(3)

3104

File

February 2, 1950

Mr. R. F. McNeill, Manager
Gresham Branch, First National Bank
Gresham, Oregon

Dear Sir:

Reference is made to your letter of January 27, concerning payments in connection with the E. C. Gerber contract for work on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, your interest in the project springing from your account with Stockton & Son, a subcontractor on the work.

The contract amount in the Gerber contract is $792,215. Work done to January 10 totals $424,589.19 and on this the State has paid to Gerber 90 per cent or $382,130.27.

The contract calls for completion August 31, 1950. Final payment to Gerber may not be made before, say, December 1.

For work performed by Stockton & Son, as tentatively estimated to January 10, Mr. Gerber has been paid $116,625. The percentage retention on that work is at present $12,958 (10% of a total earning of $129,583).

When work under Gerber's contract is 75% complete the retention will be decreased from 10% to 7½%. When all work under the contract is completed, the retention will be reduced to 3%, the 3% being held until detailed calculation and checking of quantities and earnings is completed and until all details of final settlement are agreed upon and satisfied.

We have no information as to the amounts that may have been paid to Stockton & Son by Gerber or by Vernis Jarl or as to the amounts that they may be retaining. Preliminary calculations of the quantities of work performed by Stockton & Son are as follows:

Furnish Pre-cast Concrete Piling	3,754	lin. ft.
Drive Piles	153	each
Class "A" Concrete	1,019.5	cu. yds.
Metal Reinforcing	162,786	lbs.

These quantities are subject to recalculation and check and may be increased or decreased in final settlement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

cc: F. D. Mason

FORM E-30 25M 6-48 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 1, 1950

29-1041

SUBJECT:

To:

Mr. H. G. Smith,
Construction Engineer,
Department.

Dear Sir:

Herewith a letter from Mr. Duffy giving estimated quantities credited to the subcontractor, Mr. Vernie Jarl, covering work performed by Stockton and Son on the Tillamook-Pleasant Valley contract. Also attached is the letter referred to by Mr. Duffy from the First National Bank of Portland, Gresham Branch.

Would you please arrange for an answer to the National Bank, if that is in order.

Yours very truly,

F D Eason

F. D. EASON,
Division Engineer.

NOTED
H. G. SMITH

FDE:AM

RECEIVED
[illegible]

FORM H-602 15M 1-49 29024

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Tillamook, Oregon
January 30, 1950

SUBJECT:

To:

Mr. F. D. Mason
Division Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

Enclosed is original letter from the Gresham Branch of the First National Bank of Portland, dated January 27, 1950, regarding Stockton and Son, who performed the structural work covered by Items 35 to 38 inclusive for Mr. Vernie Jarl, subcontractor on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, Contract No. 3104.

The final quantities submitted by Mr. George Danforth, Resident Bridge Engineer are as follows:

	ITEM	QUANTITY
35	Furnish Pre-cast Concrete Piling	3754 lin. ft.
36	Drive Piles	153 each
37	Class "A" Concrete	1019.50 cu. yds.
38	Metal Reinforcing	182,756.45 lbs.

Very truly yours,

Arthur Duffy
Resident Engineer

AD:FB

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Tillamook, Oregon
January 30, 1950

Mr. R. F. McNeill
Manager
Gresham Branch
The First National Bank of Portland
Gresham, Oregon

Dear Mr. McNeill

This is to advise that I have forwarded your letter of January 27th, 1950, received this date, to the Salem Office. I am sure that it will be given prompt attention.

Very truly yours,

Arthur Duffy
Resident Engineer

AD:FE

cc Mr. F. E. Eason
Division Engineer

NO.1553

THE FIRST NATIONAL BANK

OF PORTLAND

Gresham Branch, Gresham, Oregon

January 27th, 1950

Mr. Arthur Duffy
Resident Engineer
Oregon State Highway Department
Tillamook, Oregon

Dear Mr. Duffy:

I am writing to you to determine the status of the account of Stockton and Son with the State of Oregon for the road construction work they did near Tillamook under subcontract from Vernie Jarl, who, in turn, is a subcontractor under E. C. Gerber. Our interest in Stockton and Son arises from the fact that we advanced them money to assist with the job and now they report to me they are held up on repayment of our loan because they have not received all funds due them on this State job.

Will you please tell me how much money altogether is still owing them for work done and how much of that is retainage. I would also appreciate your telling me,if you are able, the approximate dates these funds will be paid so they will be available to our customer.

A self addressed stamped envelope is enclosed for your convenience in replying.

Very truly yours,

R. F. McNeill
Manager

RFMcN/lh

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FOR FILING

F-137(3)

3104

December 13, 1949

1570W

Hon. Harland M. Woods
County Judge of Tillamook County
Tillamook, Oregon

Dear Judge Woods:

With reference to the condition in which the contractor is maintaining that section of the Coast Highway south of Tillamook, we agree with you that it is not satisfactory.

Instructions have been issued the contractor to immediately get some gravel topping material on the unsatisfactory portions of the roadway and to cover the gravel topping material with enough crushed rock so that the section may be satisfactorily maintained during the winter.

We appreciate your bringing this to our attention, and we assure you that we will take necessary steps to obtain a better type of maintenance.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. H. G. Smith
Mr. F. D. Eason

FORM B-60 15M 12-48 27900

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 8th, 1949

SUBJECT:

To:
Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Assignment #1570, condition of the Coast Highway south of Tillamook, I am attaching copy of a letter from Mr. Eason to the resident engineer requiring the contractor to do this work.

I agree with Mr. Eason that it is highly essential that the contractor get some topping material on this section of the road, but after that, I do not feel satisfactory maintenance results can be obtained through the contractor. We have ordered him to discontinue surfacing (except crushing) on all the rest of the job, and I feel as soon as he gets his base and top on, it should be turned over to the Maintenance Department.

Never in my experience have we been successful in endeavoring to make the contractor maintain a road for several months during the winter when his other operations have been shut down, and Mr. Baldock has repeatedly discouraged this endeavor.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-20 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1949

29-1041

SUBJECT:

To:

Mr. Arthur Duffy,
Resident Engineer,
Oregon State Highway Department,
Box 169,
Tillamook, Oregon.

Dear Sir:

I am attaching hereto a copy of a letter from Harland Woods, County Judge of Tillamook County, addressed to Mr. Baldock, making complaint regarding the condition of the Oregon Coast Highway maintenance through the Gerber contract job.

As we discussed the matter recently, it was understood that Mr. Gerber was to complete his base surfacing over the madadam sections, at the approaches to Anderson Creek and Prairie Creek and then apply at least part of the top surfacing so that the macadam could be maintained in a satisfactory condition throughout the winter period.

Under the contract, Mr. Gerber is obligated to keep this section in a smooth and satisfactory condition. If it is necessary to operate a blade every day to accomplish this result, it must be done, and you will please inform Mr. Gerber that this maintenance work is required. It is your duty to see that it is carried out.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc Mr. H. G. Smith

OREGON S

ASSIGNMENT   No. 570

Ltr fr Harlan [illegible]. Woods, Tillamook County Judge re new highway under construction south of Tillamook, dtd December 3, 1949.

DATE: 12-6-49   ASSIGNED TO: Mr. H. G. Smith

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
XXX Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________
☐ ____________________________________

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

REPORT RECEIVED: 12-9-49 mc

REMARKS:

COUNTY COMMISSIONER
WESLEY SCHULMERICH, COUNTY COMMISSIONER

Tillamook County
HARLAND M. WOODS, COUNTY JUDGE
Tillamook, Oregon

December 3, 1949

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

I am writing to you in reference to the new highway under construction south of Tillamook. This road that is being travelled by the general public is not being maintained anything like standard.

Now whether it is the obligation of the Highway Commission to maintain it and keep it travable or the contractor is the question. At any rate, the road is in deplorable condition and certainly should be kept in better shape. County roads would not be permitted to get into this condition.

We have had a great deal of squawk about it from the general public and I am certainly inclined to believe that they have a right to complain. I have travelled the road considerable myself, and it is not being maintained by anyone apparently.

I would appreciate hearing from you in regard to it since it is our feeling that there is no real excuse for the road being in its present condition. A small amount of gravel and a grader would take care of it in fine shape.

Very best regards to you, I am

Very truly yours,

Harland M Woods

Harland M. Woods

jm

[illegible] SSION

"Tillamook, the Land of Cheese, Trees and Ocean Breeze"

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3104

~~NOTED ON CARD~~

November 21, 1949

Warren A. McMinimee, Attorney at Law
Tillamook Building
Tillamook, Oregon

Dear Mr. McMinimee:

In reply to your letter of November 18 concerning the claim of your client, Orval F. Kiser, against Vernie Jarl for removing gravel from Mr. Kiser's property south of Tillamook, we can give you the following information.

Our records show that Vernie Jarl is doing subcontract work for Edwin C. Garber, to whom the State Highway Commission awarded Contract No. 3104 for grading, paving and structures on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway. Mr. Garber is the prime contractor. The bond furnished by Mr. Garber for performance of this contract was written by United Pacific Insurance Company, for whom Durham & Bates are the local agents, with offices at 901 S. W. Washington Street, Portland 5.

I believe the above information is sufficient for you to file a claim with the Secretary of State in conformance with requirements.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

cc - Floyd Query

NOTED ON CARD
11-[illegible]

WARREN A. McMINIMEE
ATTORNEY AT LAW
TILLAMOOK BUILDING
TILLAMOOK, OREGON

18 November 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Orval F. Kiser, a client of this office, permitted one Vernie Jarl to remove gravel from his property on the Tillamook road project just south of Tillamook.

In violation of the agreement, Jarl trespassed on other grounds to my client's damage, and further, has neglected to pay the balance due for gravel removed in accordance with the contract.

I am wondering with whom the bond is written guaranteeing performance and I also wish to place you on notice that my client has a substantial claim for unpaid gravel removed, as well as damages.

Very truly yours,

Warren A. McMinimee
Warren A. McMinimee

WAM:awb

sub. under Gerber
contract 3104
United Pacific Ins Co-
Dunbar + Bates
901 SW. Wash. St. Port. 5—

RECEIVED
STATE [illegible]

NOTED ON CARD
[illegible]

ENTERED
REGISTER

RECEIVED

F-132(5)

5th Highway Com on signature

N.A.

AGENDA
SEP 19 1949

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12, 1949

SUBJECT: File 15174

REFERRED TO Glaisyer
By Asst. Chief Engineer
agenda please

To: Mr. W. C. Williams
First Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

Herewith I hand you original and duplicate counterpart of form of easement prepared by Southern Pacific Company covering a drainage pipe line required in connection with the borrowing of materials on the Wilson River Highway for construction of the Tillamook-Pleasant Valley project on the Oregon Coast Highway.

You will recall that a prior form of easement was submitted requiring the contractor to furnish a surety bond or insurance to the railroad company. This was brought to your attention under date of May 19 and was returned to you under date of June 30 as being unsatisfactory. The matter was taken up with Mr. Lathrop shortly thereafter and the revised form is the outcome of my conversation with him. You will note that the present agreement eliminates the requirement for a bond or insurance and simply provides that the contractor shall enter into an agreement with the railroad company covering the matter.

The proposed form appears to me to be satisfactory and if it meets with your approval, please forward it to Mr. Glaisyer for execution by the Highway Commission. After execution by the Commission, both copies should be returned to me for further handling.

Very truly yours,

J. M. DEVERS

By J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

Sent copies & drawings 9/23
to [illegible] for RR execution.

JWD:ms
Enc. (2)
cc: Mr. H. B. Glaisyer

A

2 copies of the original (map)

R.E.

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FOR FILING

F-137(3)

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1949

SUBJECT: Tillamook-Pleasant Valley Sec.

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I had a copy of the attached letter from Mr. Davis and answered it about two weeks ago. We have increased the amount of cement in our concrete mix and expect to get higher cylinder strengths. I do not know why the original mix did not bring these strengths, as the laboratory tests indicate that the aggregate is acceptable.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

GSP:BD

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

June 14, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

During the past month or so we have received numerous test reports on samples of Portland cement concrete used on the Tillamook-Pleasant Valley Highway Project F-137(3). Many of these tests indicate substandard compressive strength on 28 day samples.

Will you please advise the reason for continued low strengths obtained and whether any action has been taken or is proposed toward securing better concrete.

Very truly yours,

T. M. DAVIS
District Engineer

By: CGPolk
C. G. Polk
Senior Highway Engineer

NOTED
W. C. WILLIAMS

Copy given
H. G. Smith.

RECEIVED
JUN 15 1949
OREGON
STATE HIGHWAY COMMISSION

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JUL [illegible]
[illegible] COMMISSION

RECEIVED
JUL 8 1949
FOR FILING

F-137(3)

Salem, Oregon
July 7, 1949

Mr. G. S. Paxson

Please note the attached letter from T. M. Davis, having reference to tests on concrete on the Tillamook-Pleasant Valley Section. During my absence from the office, it appears that this letter was addressed to the attention of Mr. Smith instead of to you. Will you please advise me at your earliest convenience as to what action you are taking to obtain necessary compressive strength on the concrete.

W. C. Williams

WCW:ms

Encl.

FORM E-90 25M 1-49 23023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Mr. Polk's letter of June 14th, regarding the substandard compressive strength on the concrete being placed on the Tillamook-Pleasant Valley Section, Project F-137(3).

This concrete is being laid by the Bridge Department who, I believe, have been fully cognizant of the lack of strength and are endeavoring to correct the deficiency.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

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FOR FILING
F-137(3)
3104

File

Salem, Oregon
June 30, 1949

Mr. J. W. DeSousa

I understand that the form of easement permitting the State Highway Commission to install a covered drainage pipe on property of the Southern Pacific Company at Tillamook has not been executed. I further understand that the Railroad Company is requesting that the state's contractor shall enter into an agreement with the Railroad Company, indemnifying the Railroad Company against all claims, etc., and that the contractor furnish, at no expense to the Railroad Company, either a surety bond or insurance, as the Railroad Company may require.

Frankly, I do not know just how we should move in this matter now. We have, through the courtesy of the local engineering staff, entered upon the property, completed the installation of the drainage structure, backfilled the ditch, and cleaned up the entire area in a satisfactory manner. There is, therefore, no reason for protecting the Railroad Company as to possible damage by the contractor, but in order to keep faith with the railroad engineers we should enter into such agreement with the railroad higher officials as they deem necessary. We would not wish to embarrass the local engineers by placing them in a position where they can be reprimanded by their superiors by permitting our entrance onto the Railroad property.

May I suggest that you take this matter up with the Railroad Company, asking them if they will not accept an agreement with the Highway Commission wherein the Highway Commission will guarantee a faithful performance by its contractor and save harmless the Railroad Company against any possible damage or claims through the performance bond which has been posted by the contractor. This bond, as you know, covers any damage to abutting property, which would include the Railroad Company as well as anyone else.

If I can furnish you any further information to the end that we may get this easement cleaned up, please let me know.

WCW:me

W. C. Williams

cc Mr. H. G. Smith

[illegible] 10M 12-48 27960

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1949

SUBJECT:

To:

Mr. H. G. Smith,
Construction Engineer.

NOTED
W. C. WILLIAMS

Dear Sir:

The contractor has completed the installation of pipe on the railroad right of way at Tillamook, back-filled the ditch and cleaned up the area in a satisfactory manner, subject to inspection by the Southern Pacific engineers.

We were compelled, I understand, to provide insurance and put up a bond recently for this work, and this report is for the purpose of releasing the bond when we can secure acceptance of the work by the Southern Pacific Company.

Yours very truly,

F D Eason

F. D. EASON,
Division Engineer.

FDE:AM

REFERRED TO
Williams

FORM E-96X 15M 5-48 22204

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

June 15, 1949
Salem, Oregon

SUBJECT:

To:

Mr. J. W. DeSouza
Assistant Attorney

OFFICE

Dear Sir:

Reference is made to your letter of June 13 pertaining to File R 15174 on the Tillamook-Pleasant Valley Section.

Investigation reveals that this letter is still on Mr. Williams desk, and I do not know whether or not he has taken any action on this matter.

Very truly yours,

H. G. Smith
Construction Engineer

By:
Edwin A. Pease
Construction Office Engineer

EAP:es
cc: W. C. Williams
Forrest Cooper

FORM E-30 15M 10-48 26867

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 19, 1949

SUBJECT: Our File R 15174

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

There has just been placed on my desk a form of easement executed by Southern Pacific Company covering drainage pipe for the drainage of the proposed undercrossing of Southern Pacific Company's tracks on the Wilson River Highway at Tillamook. I believe that it is planned to construct this pipe in connection with the present construction on the McMinnville-Pleasant Valley Project.

The easement is given without charge but the form submitted contains a paragraph reading as follows:

> "In the event any work upon or in connection with said pipe line, or its appurtenances, to be done upon, beneath or adjacent to the tracks and property of Railroad should be let to a contractor by State, no work shall be begun until such contractor shall have first entered into an agreement with Railroad, satisfactory to Railroad, and indemnifying Railroad from and against all claims, demands, cost, loss, damage and liability growing out of the performance of the work to be done by such contractor, and such contractor shall furnish, at no expense to Railroad, either a satisfactory surety bond or insurance, as Railroad may require."

I have talked to Mr. Probert and it appears that in the contract under way no mention was made of the giving of any bond or insurance by the contractor to Southern Pacific Company and the throught occurs that possible the premium on such a bond for which the State will undoubtedly have to reimburse the contractor, will amount to a very appreciable sum and possibly more than would be the cost of securing an easement upon abutting private property. I gathered from Mr. Probert and also from Mr. O'Neil that the bonding company might base its premium upon the full amount of the contract which is in the neighborhood of $800,000.

Your further advice with reference to the approval of the paragraph in the easement will be appreciated.

Very truly yours,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA:
Assistant Counsel

JWD:ma

cc - Mr. Forrest Cooper

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JUN
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
PORTLAND 8, OREGON

F-137(3)

June 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-137(3)
Tillamook-Pleasant Valley Sec.
Oregon Coast Highway.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUN - 3 1949
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

A8 pr 7689

State Oregon

Federal Aid Project No. F-157(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of June, 19 48, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of May, 19 47, a program, which was approved on the 2nd day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 3rd day of December, 19 48; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of five hundred eighty thousand and 00/100 dollars ($580,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 51, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

Article II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 93+60 in the SW 1/4, Section 21, T. 2 S., R. 9 W., W.M., and survey station 389+66 on Third Avenue East north of Fifth Street in the City of Tillamook without exception, length 5.853 miles, in Tillamook County, being Oregon Federal Aid project No. F-137(3), consisting of 5.739 miles of roadway and five bridges, each of more than 20 feet clear span, 0.114 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of five hundred eighty thousand and 00/100 dollars ($580,000.00), which does not exceed the authorized Federal pro rata share of nine hundred sixty-seven thousand five hundred twenty-one and 50/100 dollars ($967,521.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Ben R Chandler

Member, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

RECOMMENDED FOR APPROVAL

Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
MAY 27 1949
OREGON DISTRICT

RECEIVED
MAY 9 - 1949
FOR FILING
F-137(3)

File

May 5, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Paxson's letter of April 28 transmitting three prints of Drawing No. 7181-A showing proposed revision of the Fawcett Creek Bridge on the Tillamook - Pleasant Valley Section of the Oregon Coast Highway, Project F-137(3).

The change will be approved on the condition that unit prices as bid in the contract will govern for all additional work. Since the work proposed is comparable to other work on the project a written agreement with the contractor seems unnecessary. However, if such an agreement has been made we should be furnished with copies. Please advise.

Kindly forward one additional print of Drawing No. 7181-A as four prints are always required for distribution to our various offices.

Very truly yours,

T. M. DAVIS
District Engineer

By:

G. G. Polk
Senior Highway Engineer

Original referred to
Mr. Paxson by HCH
5-9-49.

RECEIVED

FOR FILING

F137(3)

April 29, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Tillamook-Pleasant Valley Section, Project No. F-137 (3).

The program setup of Federal funds for this project is $343,000.00, but in the enclosed estimate we are requesting the setup be increased to $580,000.00 which more nearly represents the permissible Federal participation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWR/gs

Encl.

January 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your inquiry by telephone concerning the Tillamook-Pleasant Valley Section, Project No. F-137 (3).

The reduction in length from 5.99 miles to 5.854 miles was occasioned by the program length of 5.99 miles erroneously including the southbound leg of the divided 4-lane highway at the city limits of Tillamook. Also, the program description not indicating this short section of 4-lane pavement was due to inadvertent omission.

The overrun in cost was due partially to the programmed cost of $730,000 being based on field survey data prior to preparation of the roadway plans and design of the structures and partially on account of increase in construction costs subsequent to original programming.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

Oregon State Highway Department — Federal Aid Project No. F-137 (3)

TILLAMOOK-PLEASANT VALLEY SECTION OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 11, 1949

INSIDE CITY OF TILLAMOOK

Type Code 6201

4-Lane Pavement (Sta. 372+71.5 to 379+80.45 = 357+37.45 to 389+66)
(Contract No. 2062)

All Required		Clearing and Grubbing (7%)	$	$ 525.00
400	sq. yds.	Removal of Driveway and Walks	0.40	160.00
1,300	lin. ft.	Removal of Concrete Curbs	0.20	260.00
4	only	Removal of Catch Basins	20.00	80.00
1,500	cu. yds.	Structural Excavation, Unclassified	4.00	6,000.00
8,000	cu. yds.	Borrow Excavation, Unclassified	0.32	2,560.00
2,000	cu. yds.	General Excavation, Unclassified	0.35	700.00
12,000	yd. stas.	Short Overhaul	0.02	240.00
50	C-yd.stas.	Long Overhaul	0.50	25.00
10,000	yd. mi.	Truck Haul on Borrow	0.13	1,300.00
1,000	cu. yds.	Excavating and Placing Topsoil	1.20	1,200.00
200	yd. mi.	Truck Haul on Topsoil	0.20	40.00
0.42	mile	Finishing Roadbed and Slopes	500.00	210.00
11,400	lin. ft.	Rounding Cutbanks	0.15	1,710.00
1,050	lin. ft.	8" Sewer Pipe	1.50	1,575.00
600	lin. ft.	12" Sewer Pipe	2.00	1,200.00
900	lin. ft.	15" Sewer Pipe	3.50	3,150.00
1,400	lin. ft.	18" Sewer Pipe	4.00	5,600.00
1,100	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	3,300.00
2	only	Type "A" Manhole	260.00	520.00
8	only	Type "B" Manhole	200.00	1,600.00
23	only	Concrete Inlets	75.00	1,725.00
3	only	Adjust Manholes	40.00	120.00
320	cu. yds.	Concrete Curbs and Gutters	55.00	17,600.00
70	sq. yds.	Concrete Driveways	4.00	280.00
20	cu. yds.	Concrete Traffic Islands	50.00	1,000.00
All Required		Recesses for Reflectorized Markers (75%)		112.50
4,800	cu. yds.	3" - 0" Material in Base	1.50	7,200.00
950	cu. yds.	3/4" - 0" Material in Base & Shoulders	2.45	2,327.50
120	M-gal.	Sprinkling	2.50	300.00
110	cu. yds.	3/4" - 0" Material in Binder Course	3.50	385.00
3,400	tons	Class "B" Asphaltic Concrete	7.50	25,500.00
All Required		Concealed Irrigation System (50%)		350.00

31	M-sq. ft.	Lawn Construction	$ 10.00	$ 310.00
15	tons	Furnish and Place RC-3 Asphalt in Binder Course	45.00	675.00
		Subtotal		$ 89,840.00
		10% Engr. & Cont.		8,984.00
		Total		$ 98,824.00

Length 0.427 mile
Cost per mile $231,437.93

OUTSIDE CITY

Type Code No. 6201

2-Lane Pavement (Sta. 93+00 to 366+24.94) (Contract No. 3062)

All Required		Clearing and Grubbing (90%)		$ 6,750.00
3,500	Sq. yds.	Removal of Pavement	$ 0.50	1,750.00
100	Sq. ft.	Felling Danger Trees	3.00	300.00
1,360	cu. yds.	Structural Excavation, Unclassified	4.00	5,440.00
2,100	cu. yds.	Trench Excavation, Unclassified	3.00	6,300.00
187,900	cu. yds.	Borrow Excavation, Unclassified	0.32	60,128.00
197,000	cu. yds.	General Excavation, Unclassified	0.35	68,950.00
312,000	yd. stas.	Short Overhaul	0.02	6,240.00
2,950	C-yd.stas.	Long Overhaul	0.50	1,475.00
410,000	yd. mi.	Truck Haul on Borrow	0.13	53,300.00
12,700	cu. yds.	Excavating and Placing Topsoil	1.20	15,240.00
1,900	yd. mi.	Truck Haul on Topsoil	0.20	380.00
5.11	miles	Finishing Roadbed and Slopes	500.00	2,555.00
170	lin. ft.	15" Corrugated Metal Pipe (Nested Type)	3.50	595.00
170	lin. ft.	30" Corrugated Metal Pipe (Nested Type)	10.00	1,700.00
300	lin. ft.	60" Corrugated Metal Pipe	20.00	6,000.00
500	lin. ft.	12" Concrete Pipe	2.00	1,000.00
270	lin. ft.	18" Concrete Pipe	3.00	810.00
400	lin. ft.	24" Concrete Pipe	5.00	2,000.00
220	lin. ft.	8" Perforated Concrete Drain Pipe	2.00	440.00
160	lin. ft.	8" Sewer Pipe	1.50	240.00
200	lin. ft.	Salvaging Culvert Pipe	2.00	400.00
30	cu. yds.	Rock or Gravel Backfill	6.00	180.00
460	cu. yds.	Class "A" Concrete	70.00	32,200.00
58,000	lbs.	Metal Reinforcing	0.12	6,960.00
48,200	cu. yds.	3" - 0" Material in Base	1.50	72,300.00
11,050	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.45	27,072.50
1,110	M-gal.	Sprinkling	2.50	2,775.00
610	cu. yds.	3/4" - 0" Material in Binder Course	3.50	2,135.00
21,100	tons	Class "B" Asphaltic Concrete	7.50	158,250.00
16	acres	Fertilizing and Seeding	150.00	2,400.00
117	tons	Furnish and Place RC-3 Asphalt in Binder Course	45.00	5,265.00

Subtotal	$551,530.50
10% Engr. & Cont.	55,153.05
Total	$606,683.55

Length of Roadway 5.109 miles
Cost per mile $118,748.00

Type Code No. 6201
4-Lane Pavement (Sta. 368+24.94 to 379+21.5) (Contract No. 3063)

All Required		Clearing and Grubbing (3%)		$ 225.00
40	cu. yds.	Structural Excavation, Unclassified	$ 4.00	160.00
14,100	cu. yds.	Borrow Excavation, Unclassified	0.32	4,512.00
3,000	cu. yds.	General Excavation, Unclassified	0.35	1,050.00
900	cu. yds.	Excavating and Placing Topsoil	1.20	1,080.00
100	yd. mi.	Truck Haul on Topsoil	0.20	20.00
0.21	mile	Finishing Roadbed and Slopes	500.00	105.00
190	lin. ft.	8" Sewer Pipe	1.50	285.00
1	only	Concrete Inlet	75.00	75.00
All Required		Recesses for Reflectorized Markers (25%)		37.50
All Required		Electrical Work		1,500.00
5,000	cu. yds.	3" - 0" Material in Base	1.50	7,500.00
800	cu. yds.	3/4" - 0" Material in Base & Shoulders	2.45	1,960.00
270	M-gal.	Sprinkling	2.50	675.00
50	cu. yds.	3/4" - 0" Material in Binder Course	3.50	175.00
1,500	tons	Class "B" Asphaltic Concrete	7.50	11,250.00
120	lin. ft.	Asphaltic Concrete Traffic Markers	2.00	240.00
All Required		Concealed Irrigation System (50%)		350.00
21	M-sq. ft.	Lawn Construction	10.00	210.00
8	tons	Furnish & Place RC-3 Asphalt in Binder Course	45.00	360.00

Subtotal	$ 31,769.50
10% Engr. & Cont.	3,176.95
Total	$ 34,946.45

Length of Roadway 0.203 mile
Cost per mile $172,150.00

Type Code No. X021
Bridge (Sta. 374+74 to 375+26) (Contract No. 3063)

1,300	lin. ft.	Furnish Pre-cast Concrete Piling	$ 6.00	$ 7,800.00
48	only	Drive Piles	90.00	4,320.00
340	cu. yds.	Class "A" Concrete	70.00	23,800.00
52,000	lbs.	Metal Reinforcing	0.12	6,240.00
				$ 42,150.00

Type Code No. 1021

Bridges (Sta. 120+10.5 to 120+89.5) (Sta. 253+07 to 253+63) (Sta. 264+17 to 264+96) (Contract No. 3063)

2,500 lin. ft.	Furnish Pre-cast Concrete Piling	$ 6.00	$ 15,000.00
98 only	Drive Piles	90.00	8,820.00
300 cu. yds.	Class "A" Concrete	70.00	21,000.00
76,000 lbs.	Metal Reinforcing	0.12	9,120.00
All Required	Removal of Old Bridges and Maintenance of Traffic		8,000.00
			$ 61,940.00

Trask River Bridge (Sta. 288+04 to 291+40) (Contract No. 3095)

All Required	Shoring, Cribbing Etc.	$	$ 12,500.00
470 cu. yds.	Structural Excavation	6.50	3,055.00
40 cu. yds.	Structural Excavation below Elevations Shown	10.00	400.00
700 lin. ft.	Furnish Untreated Piling	0.60	420.00
2,100 lin. ft.	Furnish Pre-cast Concrete Piling	4.40	9,240.00
32 only	Drive Foundation Piling	50.00	1,600.00
48 only	Drive Concrete Piling	55.00	2,640.00
110 cu. yds.	Seal Concrete	40.00	4,400.00
780 cu. yds.	Class "A" Concrete	52.00	40,560.00
168,000 lbs.	Reinforcement	0.115	19,320.00
400 lbs.	Bronze Plates	1.50	600.00
690 lin. ft.	Metal Rail	11.00	7,590.00
			$102,385.00

Subtotal	$206,425.00
10% Engr. & Cont.	20,642.50
Total	$227,067.50

Length of Bridges 0.114 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Inside Tillamook			
4-Lane Pavement	$ 98,824.00	$ 59,242.00	$ 39,582.00
Outside City			
2-Lane Pavement	606,683.55	363,689.00	242,994.55
4-Lane Pavement	34,946.45	20,949.00	13,997.45
Structures	227,067.50	136,120.00	90,947.50
	$967,521.50	$580,000.00	$387,521.50

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maint.: Chap 529, Laws 1939

Oregon State Highway Department   Federal Aid Project No. F-137 (3)

TILLAMOOK-PLEASANT VALLEY SECTION OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 10, 1949

INSIDE CITY OF TILLAMOOK

Type Code No. 6201

2-Lane Pavement (Sta. 372+53.05 to 389+66)

All Required		Clearing and Grubbing		$ 1,000.00
400	sq. yds.	Removal of Walks and Driveways	$ 0.50	200.00
1,050	lin. ft.	Removal of Concrete Curbs	0.30	315.00
3	only	Removal of Catch Basins	20.00	60.00
700	cu. yds.	Structural Excavation, Unclassified	3.00	2,100.00
1,700	cu. yds.	General Excavation, Unclassified	0.30	510.00
0.31	mile	Finishing Roadbed and Slopes	600.00	186.00
9,400	lin. ft.	Rounding Cutbanks	0.15	1,410.00
420	lin. ft.	8" Sewer Pipe	1.00	420.00
600	lin. ft.	12" ~~Sewer~~ Pipe	2.00	1,200.00
890	lin. ft.	15" Sewer Pipe	2.50	2,225.00
200	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	300.00
5	only	Type "B" Manholes	300.00	1,500.00
15	only	Concrete Inlets	50.00	750.00
3	only	Adjust Manholes	50.00	150.00
240	cu. yds.	Concrete Curbs and Gutters	45.00	10,800.00
70	sq. yds.	Concrete Driveways	4.00	280.00
3,200	cu. yds.	3" - 0" Material in Base	1.50	4,800.00
600	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	1,800.00
80	M-gals.	Sprinkling	3.00	240.00
70	cu. yds.	3/4" - 0" Material in Binder Course	4.00	280.00
2,300	tons	Class "B" Asphaltic Concrete	7.00	16,100.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	450.00
12	tons	Furnishing and Placing RT-4 Tar in Binder Course	38.00	(Alternate)
			Subtotal	$ 47,076.00
			10% Engr. & Cont.	4,707.60
			Total	$ 51,783.60

Length   0.324 mile

Cost per mile $159,825.92

Item Code No. 6201

4-Lane Pavement (Sta. 379+51.5 to 379+80.45 - 367+37.45 to 372+53.05)

All Required		Clearing and Grubbing		$ 400.00
250	lin. ft.	Removal of Concrete Curbs	$ 0.30	75.00
1	only	Removal of Catch Basin	20.00	20.00
800	cu. yds.	Structural Excavation, Unclassified	3.00	2,400.00
8,000	cu. yds.	Borrow Excavation, Unclassified	0.50	4,000.00
300	cu. yds.	General Excavation, Unclassified	0.30	90.00
12,000	yd. stas.	Short Overhaul	0.02	240.00
50	C-yd. stas.	Long Overhaul	0.50	25.00
10,000	yd. mi.	Truck Haul on Borrow	0.14	1,400.00
1,000	cu. yds.	Excavating and Placing Topsoil	1.25	1,250.00
200	yd. mi.	Truck Haul on Topsoil	0.15	30.00
0.11	mile	Finishing Roadbed and Slopes	600.00	66.00
2,000	lin. ft.	Rounding Cutbanks	0.15	300.00
630	lin. ft.	8" Sewer Pipe	1.00	630.00
10	lin. ft.	15" Sewer Pipe	2.50	25.00
1,400	lin. ft.	18" Sewer Pipe	3.00	4,200.00
900	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	1,350.00
2	only	Type "A" Manholes	350.00	700.00
3	only	Type "B" Manholes	300.00	900.00
8	only	Concrete Inlets	50.00	400.00
80	cu. yds.	Concrete Curbs and Gutters	45.00	3,600.00
20	cu. yds.	Concrete Traffic Islands	50.00	1,000.00
All Required		Recesses for Reflectorized Markers (75%)		75.00
1,600	cu. yds.	3" - 0" Material in Base	1.50	2,400.00
350	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	1,050.00
40	M-gals.	Sprinkling	3.00	120.00
40	cu. yds.	3/4" - 0" Material in Binder Course	4.00	160.00
1,100	tons	Class "B" Asphaltic Concrete	7.00	7,700.00
All Required		Concealed Irrigation System (50%)		200.00
31	M-sq. ft.	Lawn Construction	10.00	310.00
5	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	225.00
6	tons	Furnishing and Placing RT-4 Tar in Binder Course	36.00	(Alternate)

Subtotal	$ 35,341.00
10% Engr. & Cont.	3,534.10
Total	$ 38,875.10

Length of Roadway	0.103 mile
Cost per mile	$37,742.81

OUTSIDE CITY

Type Code No. 6201

2-Lane Pavement (Sta. 93+00 to 368+24.94)

All Required		Clearing and Grubbing		$ 18,000.00
3,500	sq. yds.	Removal of Pavement	$ 0.80	2,800.00
100	sq. ft.	Felling Danger Trees	4.00	400.00
1,360	cu. yds.	Structural Excavation, Unclassified	3.00	4,080.00
2,100	cu. yds.	Trench Excavation, Unclassified	3.00	6,300.00
187,900	cu. yds.	Borrow Excavation, Unclassified	0.50	93,950.00
197,000	cu. yds.	General Excavation, Unclassified	0.30	59,100.00
312,000	yd. stas.	Short Overhaul	0.02	6,240.00
2,950	C-yd. stas.	Long Overhaul	0.50	1,475.00
410,000	yd. mi.	Truck Haul on Borrow	0.14	57,400.00
12,700	cu. yds.	[illegible]ting and Placing Topsoil	1.25	15,875.00
1,900	yd. mi.	Truck Haul on Topsoil	0.15	285.00
5.11	miles	[illegible]shing Roadbed and Slopes	600.00	3,066.00
170	lin. ft.	[illegible] Corr. Metal Pipe (Nested Type)	4.00	680.00
170	lin. ft.	[illegible] Corr. Metal Pipe (Nested Type)	6.50	1,105.00
300	lin. ft.	[illegible] Corr. Metal Pipe	24.00	7,200.00
500	lin. ft.	12" Concrete Pipe	2.00	1,000.00
270	lin. ft.	18" Concrete Pipe	3.00	810.00
400	lin. ft.	24" Concrete Pipe	4.50	1,800.00
220	lin. ft.	8" Perforated Concrete Drain Pipe	1.00	220.00
160	lin. ft.	8" Sewer Pipe	1.00	160.00
200	lin. ft.	Salvaging Culvert Pipe	1.50	300.00
30	cu. yds.	Rock or Gravel Backfill	4.00	120.00
460	cu. yds.	Class "A" Concrete	65.00	29,900.00
58,000	lbs.	Metal Reinforcing	0.12	6,960.00
48,200	cu. yds.	3" - 0" Material in Base	1.50	72,300.00
11,050	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	33,150.00
1,110	M-gals.	Sprinkling	3.00	3,330.00
610	cu. yds.	3/4" - 0" Material in Binder Course	4.00	2,440.00
21,100	tons	Class "B" Asphaltic Concrete	7.00	147,700.00
16	acres	Fertilizing and Seeding	125.00	2,000.00
117	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	5,265.00
142	tons	Furnishing and Placing RT-4 Tar in Binder Course	30.00	(Alternate)
			Subtotal	$585,411.00
			10% Engr. & Cont.	58,541.10
			Total	$643,952.10

Length of Roadway 5.109 miles
Cost per mile $126,042.68

Type Code No. 6201

4-Lane Pavement (Sta. 368+24.94 to 379+51.5)

All Required	Clearing and Grubbing		$ 600.00
40 cu. yds.	Structural Excavation, Unclassified	$3.00	120.00
14,100 cu. yds.	Borrow Excavation, Unclassified	0.50	7,050.00
3,000 cu. yds.	General Excavation, Unclassified	0.30	900.00
900 cu. yds.	Excavating and Placing Topsoil	1.25	1,125.00
100 yd. mi.	Truck Haul on Topsoil	0.15	15.00
0.21 mile	Finishing Roadbed and Slopes	600.00	126.00
190 lin. ft.	8" Sewer Pipe	1.00	190.00
1 only	Concrete Inlet	50.00	50.00
All Required	Recesses for Reflectorized Markers (25%)		25.00
All Required	Electrical Work		1,700.00
5,000 cu. yds.	3" - 0" Material in Base	1.50	7,500.00
800 cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	2,400.00
270 M-gals.	Sprinkling	3.00	810.00
50 cu. yds.	3/4" - 0" Material in Binder Course	4.00	200.00
1,500 tons	Class "B" Asphaltic Concrete	7.00	10,500.00
120 lin. ft.	Asphaltic Concrete Traffic Markers	1.00	120.00
All Required	Concealed Irrigation System (50%)		200.00
21 M-sq. ft.	Lawn Construction	10.00	210.00
8 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	360.00
10 tons	Furnishing and Placing RT-4 Tar in Binder Course	38.00	(Alternate)
		Subtotal	$ 34,201.00
		10% Engr. & Cont.	3,420.10
		Total	$ 37,621.10

Length of Roadway	0.203 mile
Cost per mile	$185,325.61

Type Code No. X021

Bridges (Sta. 120+10.5 to 120+89.5)(Sta. 253+07 to 253+63)
(Sta. 264+17 to 264+96) (Sta. 374+74 to 375+26)

3,800 lin. ft.	Furnish Pre-Cast Concrete Piling	$ 5.50	$ 20,900.00
146 only	Drive Piles	65.00	9,490.00
640 cu. yds.	Class "A" Concrete	65.00	41,600.00
128,000 lbs.	Metal Reinforcing	0.12	15,360.00
All Required	Removal of Old Bridges and Maintenance of Traffic		5,000.00
			$ 92,350.00

Trask River Bridge (Sta. 288+04 to 291+40) (Contract No. 3095)

All Required		Shoring, Cribbing, Etc.		$ 12,500.00
470	cu. yds.	Structural Excavation	$ 6.50	3,055.00
40	cu. yds.	Structural Excavation Below Elevation Shown	10.00	400.00
700	lin. ft.	Furnish Untreated Piling	0.60	420.00
2,100	lin. ft.	Furnish Pre-cast Concrete Piling	4.40	9,240.00
32	only	Drive Foundation Piling	50.00	1,600.00
48	only	Drive Concrete Piling	55.00	2,640.00
110	cu. yds.	Seal Concrete	40.00	4,400.00
780	cu. yds.	Class "A" Concrete	52.00	40,560.00
168,000	lbs.	Reinforcement	0.115	19,320.00
400	lbs.	Bronze Plates	1.50	600.00
690	lin. ft.	Metal Rail	11.00	7,590.00
				$[illegible],325.00
			Subtotal	$194,675.00
			10% Engr. & Cont.	19,467.50
			Total	$214,142.50
		Length of Bridges	0.114 mile	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Inside Tillamook			
2-Lane Pavement	$ 51,783.60	$ 18,007.00	$ 33,776.60
4-Lane Pavement	38,875.10	13,518.00	25,357.10
Outside City			
2-Lane Pavement	643,952.10	223,927.00	420,025.10
4-Lane Pavement	37,621.10	13,082.00	24,539.10
Structures	214,142.50	74,466.00	139,676.50
	$986,374.40	$343,000.00	$643,374.40

Oregon State Highway Department　　　　Federal Aid Project No. F-137 (3)

TILLAMOOK-PLEASANT VALLEY SECTION
OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 4, 1949

INSIDE CITY OF TILLAMOOK

Type Code No. 6201

2-Lane Pavement (Sta. 372+53.05 to 389+66)

All Required		Clearing and Grubbing		$ 1,000.00
400	sq. yds.	Removal of Walks and Driveways	$ 0.50	200.00
1,050	lin. ft.	Removal of Concrete Curbs	0.30	315.00
3	only	Removal of Catch Basins	20.00	60.00
700	cu. yds.	Structural Excavation, Unclassified	3.00	2,100.00
1,700	cu. yds.	General Excavation, Unclassified	0.30	510.00
0.31	mile	Finishing Roadbed and Slopes	600.00	186.00
9,400	lin. ft.	Rounding Cutbanks	0.15	1,410.00
420	lin. ft.	8" Sewer Pipe	1.00	420.00
600	lin. ft.	12" Sewer Pipe	2.00	1,200.00
890	lin. ft.	15" Sewer Pipe	2.50	2,225.00
200	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	300.00
5	only	Type "B" Manholes	300.00	1,500.00
15	only	Concrete Inlets	50.00	750.00
3	only	Adjust Manholes	50.00	150.00
240	cu. yds.	Concrete Curbs and Gutters	45.00	10,800.00
70	sq. yds.	Concrete Driveways	4.00	280.00
3,200	cu. yds.	3" - 0" Material in Base	1.50	4,800.00
600	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	1,800.00
80	M-gals.	Sprinkling	3.00	240.00
70	cu. yds.	3/4" - 0" Material in Binder Course	4.00	280.00
2,300	tons	Class "B" Asphaltic Concrete	7.00	16,100.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	450.00
12	tons	Furnishing and Placing RT-4 Tar in Binder Course	38.00	(Alternate)
			Subtotal	$ 47,076.00
			10% Engr. & Cont.	4,707.60
			Total	$ 51,783.60

Length of Roadway	0.324 mile
Cost per mile	$159,825.92

Type Code No. 6201

4-Lane Pavement (Sta. 379+51.5 to 379+80.45 - 367+37.45 to 372+53.05)

All Required		Clearing and Grubbing		$ 400.00
250	lin. ft.	Removal of Concrete Curbs	$ 0.30	75.00
1	only	Removal of Catch Basin	20.00	20.00
800	cu. yds.	Structural Excavation, Unclassified	3.00	2,400.00
~~1,500~~	cu. yds.	Borrow Excavation, Unclassified	0.50	~~750.00~~
~~6,500~~	~~cu. yds.~~	~~Special Borrow Excavation, Unclassified~~	~~0.60~~	~~3,900.00~~
300	cu. yds.	General Excavation, Unclassified	0.30	90.00
12,000	yd. stas.	Short Overhaul	0.02	240.00
50	C-yd. stas.	Long Overhaul	0.50	25.00
10,000	yd. mi.	Truck Haul on Borrow	0.14	1,400.00
1,000	cu. yds.	Excavating and Placing Topsoil	1.25	1,250.00
200	yd. mi.	Truck Haul on Topsoil	0.15	30.00
0.11	mile	Finishing Roadbed and Slopes	600.00	66.00
2,000	lin. ft.	Rounding Cutbacks	0.15	300.00
630	lin. ft.	8" Sewer Pipe	1.00	630.00
10	lin. ft.	15" Sewer Pipe	2.50	25.00
1,400	lin. ft.	18" Sewer Pipe	3.00	4,200.00
900	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	1,350.00
2	only	Type "A" Manholes	350.00	700.00
3	only	Type "B" Manholes	300.00	900.00
8	only	Concrete Inlets	50.00	400.00
80	cu. yds.	Concrete Curbs and Gutters	45.00	3,600.00
20	cu. yds.	Concrete Traffic Islands	50.00	1,000.00
All Required		Recesses for Reflectorized Markers (75%)		75.00
1,600	cu. yds.	3" - 0" Material in Base	1.50	2,400.00
350	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	1,050.00
40	M-gals.	Sprinkling	3.00	120.00
40	cu. yds.	3/4" - 0" Material in Binder Course	4.00	160.00
1,100	~~lin. ft.~~ Tons	Class "B" Asphaltic Concrete	7.00	7,700.00
All Required		Concealed Irrigation System (50%)		200.00
31	M-sq.ft.	Lawn Construction	10.00	310.00
5	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	225.00
6	tons	Furnishing and Placing RT-4 Tar in Binder Course	38.00	(Alternate)

Subtotal	$ 35,991.00
10% Engr. & Cont.	3,599.10
Total	$ 39,590.10

Length of Roadway	0.103 mile
Cost per mile	$384,369.90

OUTSIDE CITY

Type Code No. 6201

2-Lane Pavement (Sta. 93+00 to 368+24.94)

All Required		Clearing and Grubbing		$ 18,000.00
3,500	sq. yds.	Removal of Pavement	$ 0.80	2,800.00
100	sq. ft.	Felling Danger Trees	4.00	400.00
1,360	cu. yds.	Structural Excavation, Unclassified	3.00	4,080.00
2,100	cu. yds.	Trench Excavation, Unclassified	3.00	6,300.00
138,500	cu. yds.	Borrow Excavation, Unclassified	0.50	~~69,250.00~~
~~49,400~~	cu. yds.	~~Special Borrow Excavation, Unclassified~~	~~0.60~~	~~29,640.00~~
197,000	cu. yds.	General Excavation, Unclassified	0.30	59,100.00
312,000	yd. stas.	Short Overhaul	0.02	6,240.00
2,950	C-yd. stas.	Long Overhaul	0.50	1,475.00
410,000	yd. mi.	Truck Haul on Borrow	0.14	57,400.00
12,700	cu. yds.	Excavating and Placing Topsoil	1.25	15,875.00
1,900	yd. mi.	Truck Haul on Topsoil	0.15	285.00
5.11	miles	Finishing Roadbed a... Slopes	600.00	3,066.00
170	lin. ft.	15" Corr. Metal Pipe (Nested Type)	4.00	680.00
170	lin. ft.	30" Corr. Metal Pipe (Nested Type)	6.50	1,105.00
300	lin. ft.	60" Corr. Metal Pipe	24.00	7,200.00
500	lin. ft.	12" Concrete Pipe	2.00	1,000.00
270	lin. ft.	18" Concrete Pipe	3.00	810.00
400	lin. ft.	24" Concrete Pipe	4.50	1,800.00
220	lin. ft.	8" Perforated Concrete Drain Pipe	1.00	220.00
160	lin. ft.	8" Sewer Pipe	1.00	160.00
200	lin. ft.	Salvaging Culvert Pipe	1.50	300.00
30	cu. yds.	Rock or Gravel Backfill	4.00	120.00
460	cu. yds.	Class "A" Concrete	65.00	29,900.00
58,000	lbs.	Metal Reinforcing	0.12	6,960.00
48,200	cu. yds.	3" - 0" Material in Base	1.50	72,300.00
11,050	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	33,150.00
1,110	M-gals.	Sprinkling	3.00	3,330.00
610	cu. yds.	3/4" - 0" Material in Binder Course	4.00	2,440.00
21,100	tons	Class "B" Asphaltic Concrete	7.00	147,700.00
16	acres	Fertilizing and Seeding	125.00	2,000.00
117	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	5,265.00
142	tons	Furnishing and Placing RT-4 Tar in Binder Course	38.00	(Alternate)
			Subtotal	$590,351.00
			10% Engr. & Cont.	59,035.10
			Total	$649,386.10

Length of Roadway 5.109 miles
Cost per mile $127,106.30

Type Code No. 6201

4-Lane Pavement (Sta. 368+24.94 to 379+51.5)

All Required		Clearing and Grubbing		$ 600.00
40	cu. yds.	Structural Excavation, Unclassified	$ 3.00	120.00
14,100	cu. yds.	Special Borrow Excavation, Unclassified	~~0.60~~	~~8,460.00~~
3,000	cu. yds.	General Excavation, Unclassified	0.30	900.00
900	cu. yds.	Excavating and Placing Topsoil	1.25	1,125.00
100	yd. mi.	Truck Haul on Topsoil	0.15	15.00
0.21	mile	Finishing Roadbed and Slopes	600.00	126.00
190	lin. ft.	8" Sewer Pipe	1.00	190.00
1	only	Concrete Inlet	50.00	50.00
All Required		Recesses for Reflectorized Markers (25%)		25.00
All Required		Electrical Work		1,700.00
5,000	cu. yds.	3" - 0" Material in Base	1.50	7,500.00
800	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	2,400.00
270	M-gals.	Sprinkling	3.00	810.00
50	cu. yds.	3/4" - 0" Material in Binder Course	4.00	200.00
1,500	tons	Class "B" Asphaltic Concrete	7.00	10,500.00
120	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	120.00
All Required		Concealed Irrigation System (50%)		200.00
21	M-sq. ft.	Lawn Construction	10.00	210.00
8	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	360.00
10	tons	Furnishing and Placing RT-4 Tar in Binder Course	38.00	(Alternate)
			Subtotal	$ 35,611.00
			10% Engr. & Cont.	3,561.10
			Total	$ 39,172.10

Length of Roadway	0.203 mile
Cost per mile	$192,966.00

Type Code No. X021

Bridges (Sta. 120+10.5 to 120+89.5)(Sta. 253+07 to 253+63)
(Sta. 264+17 to 264+96)(Sta. 374+74 to 375+26)

3,800	lin. ft.	Furnish Pre-Cast Concrete Piling	$ 5.50	$ 20,900.00
146	only	Drive Piles	65.00	9,490.00
640	cu. yds.	Class "A" Concrete	65.00	41,600.00
128,000	lbs.	Metal Reinforcing	0.12	15,360.00
All Required		Removal of Old Bridges and Maintenance of Traffic		5,000.00
				$ 92,350.00

Trask River Bridge (Sta. 288+04 to 291+40)(Contract No. 3095)

All Required		Shoring, Cribbing, Etc.		$ 12,500.00
470	cu. yds.	Structural Excavation	$ 6.50	3,055.00
40	cu. yds.	Structural Excavation Below Elevation Shown	10.00	400.00
700	lin. ft.	Furnish Untreated Piling	0.60	420.00
2,100	lin. ft.	Furnish Pre-cast Concrete Piling	4.40	9,240.00
32	only	Drive Foundation Piling	50.00	1,600.00
48	only	Drive Concrete Piling	55.00	2,640.00
110	cu. yds.	Seal Concrete	40.00	4,400.00
780	cu. yds.	Class "A" Concrete	52.00	40,560.00
168,000	lbs.	Reinforcement	0.115	19,320.00
400	lbs.	Bronze Plates	1.50	600.00
690	lin. ft.	Metal Rail	11.00	7,590.00
				$102,325.00

Subtotal	$194,675.00
10% Engr. & Cont.	19,467.50
Total	$214,142.50

Length of Bridges 0.114 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Inside Tillamook			
2-Lane Pavement	$ 51,783.60	$ 17,868.00	$ 33,915.60
4-Lane Pavement	39,590.10 38 875	13,660.00 13518	25,930.10 25337
Outside City			
2-Lane Pavement	649,386.10	224,067.00	425,319.10
4-Lane Pavement	39,172.10	13,516.00	25,656.10
Structures	214,142.50	73,889.00	140,253.50
	$994,074.40	$343,000.00	$651,074.40

November 29, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Trask River Bridge, Project No. F-137 (3).

Six bid proposals and one set of full size plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

Encl.

Oregon State Highway Department   Federal Aid Project No. F-137 (3)

TRASK RIVER BRIDGE ON THE

OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 29, 1948

Type Code No. 1021

All Required		Shoring, Cribbing, Etc.		$ 6,000.00
470	cu. yds.	Structural Excavation	$ 5.00	2,350.00
40	cu. yds.	Structural Excavation Below Elevation Shown	10.00	400.00
700	lin. ft.	Furnish Untreated Piling	0.60	420.00
2,100	lin. ft.	Furnish Precast Concrete Piling	6.00	12,600.00
32	only	Drive Foundation Piling	50.00	1,600.00
48	only	Drive Concrete Piling	50.00	2,400.00
110	cu. yds.	Seal Concrete	40.00	4,400.00
780	cu. yds.	Class "A" Concrete	65.00	50,700.00
168,000	lbs.	Reinforcement	0.12	20,160.00
400	lbs.	Bronze Plates	2.00	800.00
690	lin. ft.	Metal Rail	12.00	8,280.00
			Subtotal	$110,110.00
			10% Engr. & Cont.	11,011.00
			Total	$121,121.00

Length .059 mile

Federal Aid Funds- $ 72,000.00
State Funds- 49,121.00
$121,121.00

TRASK RIVER BRIDGE

PROJECT NO. F-137 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 29, 1948

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

December 3, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-137(3), Trask River Bridge, Tillamook - Pleasant Valley Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

The length of the bridge as shown on the estimate is 0.059 mile, whereas the computed length from data shown on the layout sheet is 0.064 mile. We have changed the estimate to reflect the correct length. In the future please show the structure stations on the estimate. Bridge stationing should be noted on the estimate following code type number. Length of bridge on estimate is shown as 0.059 mile, whereas using stations shown on layout sheet, the mileage computes as 0.0636.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 8 1948
OREGON
STATE HIGHWAY COMMISSION

December 3, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-[illegible](3), Trask River Bridge, Tillamook - Pleasant Valley Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

The length of the bridge as shown on the estimate is 0.059 mile, whereas the computed length from data shown on the layout sheet is 0.0[illegible] mile. We have changed the estimate to reflect the correct length. In the future please show the structure stations on the estimate. Bridge stationing should be noted on the estimate following code type number. Length of bridge on estimate is shown as 0.059 mile, whereas using stations shown on layout sheet, the mileage computes as 0.0436.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
APR 4 1949
FOR FILING
OREGON DISTRICT F 137(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

December 21, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project F-137(3), Trask River Bridge, to Lindstrom Bros. Inc., Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
DEC 24 1948
OREGON
STATE HIGHWAY COMMISSION

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MAR 31
FOR FILING
F 18 (A)
3104

File

Salem, Oregon
March 28, 1949

R 11805

Mr. J. M. DuBouse

Relative to substituting a 7' x 7' box culvert for a 5' x 7' as called for by the plans at Station 195+50, Tillamook-Pleasant Valley Section, we will make this substitution provided it is not too late to change the order for steel.

I doubt if the contractor has made any definite arrangements for his reinforcing steel, so the matter can probably be satisfactorily arranged.

On the other hand, if steel has been acquired for the 5' x 7' structure, there might be some objection to the substitution.

We will keep you advised, and will make the substitution if practical.

W. C. Williams

WCW:sm

cc Mr. H. G. Smith
Mr. C. S. Paxson
Mr. F. B. Eason

FORM E-30 15M 10-48 26907

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 17, 1949

SUBJECT: R 11805

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

On last Tuesday I mentioned to you the advisability of substituting a 7' x 7' box culvert on the Baptist Buechler property at Station 195+50, on the Tillamook-Pleasant Valley section, for the 5' x 7' structure which is called for by the plans.

Mr. Buechler and Mrs. Buechler were in the office that same day discussing some difficulties in regard to closing the right of way settlement with them and among other things mentioned the installation of a 7' x 7' structure. He stated that an opening of this size, if paved, would enable him to use it not only for a stock pass but would enable him to go from one side of the highway to the other with his tractor and his manure spreader without having to cross the highway at grade. It appears that this equipment is that which will involve the most crossings of the highway right of way.

Regardless of the right of way settlement it would appear to me to be very desirable to eliminate the crossings of the highway by this equipment if the disparity in the cost is not too great as there undoubtedly would be great advantages to be derived from a traffic safety standpoint.

I would appreciate your early advice in the matter so I may advise Mr. Buechler as to what may be done.

Very truly yours,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:MA
cc - H. G. Smith
F. D. Eason
G. S. Paxson

RECEIVED
MAR 15 19
FOR FILING

F-137 (3)

3104

March 14, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on February 28, 1949 on Contract No. 3104, Tillamook-Pleasant Valley Section, in connection with Federal Aid Project No. ~~[illegible]~~ 137 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:md

RECEIVED
MAR 2 1949
FOR FILING

F=157(3)

2104

1043W

March 2, 1949

Commander, Naval Air Bases
Thirteenth Naval District
Naval Air Station
Seattle 5, Washington

Re: NAB13/N2-1/L4-3/(70)
Serial 139

Dear Sir:

Receipt is acknowledged of your instructions of February 23, 1949, that the closure of the fence line on the Tillamook-Pleasant Valley Section be maintained at all times during periods of inactivity.

The Resident Engineer in charge of the project has been instructed to see that the contractor carefully follows your instructions.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. F. B. Mason
Mr. Arthur C. Duffy
Mr. Edwin C. Gerber

No. 1043 WGW

ASSIGNMENT

DESCRIPTION: Letter of 2-23-49 from Naval Air Sta., Seattle, re License Agreement between Govt. & State re R/W, Tillamook-Pleasant Valley Section, Oregon Coast Highway.

DATE: 2-25-49

ASSIGNED TO: H. G. SMITH ✓

☐ Investigation and report to this office
☒ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________

☐ ____________

REPORT RECEIVED: 2-25-49 me

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

REMARKS:

REPLY:
COMMANDER, NAVAL AIR BASES
THIRTEENTH NAVAL DISTRICT

NAVAL AIR BASES
THIRTEENTH NAVAL DISTRICT
HEADQUARTERS
NAVAL AIR STATION
SEATTLE 5, WASHINGTON

NAB13/N2-1/L4-3/(70)
Serial 139

23 FEB 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The License Agreement between United States of America and the State of Oregon, NOy(R)-43945 granted permission for a right-of-way for the improvement of the Highway sometimes referred to as Oregon Federal Aid Highway Project #F137(3), and more popularly known as the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, permitted the State to enter upon lands described in Exhibit "A" of subject agreement.

Inasmuch as no military personnel are now assigned to former Naval Air Station, Tillamook, Commander, Naval Air Bases, Thirteenth Naval District becomes the Government's representative in connection with authorized construction.

In accordance with paragraphs 7 and 8 of the License Agreement, it is requested that, as relocation of the existing fence line on the former Naval Air Station, Tillamook, proceeds, a closure in the fence line be maintained at all times when work is not in progress in order that station property may be protected.

It is therefore suggested that the agents of the State Highway Commission performing the work be required to maintain a continuous fence line during periods of inactivity.

W. C. WILLIAM

Very truly yours,

F B Johnson

F. B. JOHNSON
CAPTAIN, U. S. NAVY
COMMANDER, NAVAL AIR BASES
THIRTEENTH NAVAL DISTRICT

Copy to:
Com13
BuAer
BuY&D

RECEIVED
[illegible] COMMISSION

RECEIVED
FOR FILING

FORM E-20X

F-137(3)

3104

1023N

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

February 25, 1949
Salem, Oregon

SUBJECT:

To: Mr. J. V. [illegible]
Assistant Counsel
OFFICE

L

In accordance with your request of February 9 to Mr. Williams we have had right of way markers set across the Simmons and Bishop properties on the Tillamook-Pleasant Valley Project. Right of Way Files are #11796 and L-1573.

I am attaching hereto copies of a letter from Mr. Duffy, Resident Engineer, pertaining to a possible discrepancy in ownership on the Simmons property.

It may be that your title report has already disclosed this information. I am passing it on for your consideration.

K. G. Smith
Construction Engineer

By:
Edwin A. Pease
Construction Office Engineer

EAP:ss
Enclosure
cc: W. C. Williams

C O P Y

Box 169, Tillamook, Oregon
February 21, 1949

Mr. F. D. Bason
Division Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Smith's letter of February 11, 1949 and Mr. DeSousa's letter of the same date.

I wish to advise that right of way markers have been set across the Simmons' property at fifty foot intervals, parallel to and fifty feet easterly from the relocated center of the Oregon Coast Highway.

My only information of the property involved was a description contained in a complaint on file at the Court House, the description comprised three parcels, I noticed that the description of the portion to be conveyed in parcel two and in parcel three was in error.

The description in both parcels reads "Said portion herein conveyed, being that part of said tract of land lying West of a line parallel to and fifty feet West of the center line of the Oregon Coast Highway." It should read "West of a line parallel to and fifty feet East of the center line of the Oregon Coast Highway."

In reference to parcel two, there is on record a change in ownership of a portion of the tract therein described, enclosed is a Statement of Information covering the present Owner, Mr. Lowell Simmons. Mr. Simmons informed me at the time we set the right of way markers, that the Right of Way department has not consulted him in their proceedings.

Very truly yours,

Arthur Duffy
Resident Engineer

encl.

ASSIGNMENT No. 1023

HCA

DESCRIPTION: Letter of 2-9-49 by J. N. DeSouza re property on easterly side of hwy. at south end of Tillamook-Pleasant Valley Project.

DATE: 2-10-49 ASSIGNED TO: H. G. SMITH

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☒ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ______

☒ Please advise DeSouza when markers are set.

REPORT RECEIVED: 2-28-49 me

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-30 15M 10-46 20697

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1949

SUBJECT: R 11798
L 1573

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

Reference is made to the Lyle J. Simmons, Henry L. Simmons and Robert D. Bishop properties, originally a part of the Simmons holdings on the easterly side of the highway at the south end of the Tillamook-Pleasant Valley Project.

Mr. George P. Winslow, attorney for the Simmonses has requested that a permanent right of way boundary marker be set on the easterly right of way line near the Simmons' residence. I suppose that the right of way eventually will be staked throughout but it is requested that if possible the markers across the entire frontage of the Simmons' property be set at an early date.

Very truly yours,

NOTED
W. C. WILLIAMS

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:MA

(In triplicate)

RECEIVED
FOR FILING

REPLY:
COMMANDER, NAVAL AIR BASES
THIRTEENTH NAVAL DISTRICT

NAVAL AIR BASES
THIRTEENTH NAVAL DISTRICT
HEADQUARTERS
NAVAL AIR STATION
SEATTLE 5, WASHINGTON

for PEACE
SAVINGS BONDS

NAB13/N2-1/L4-3/(70)
Serial 139

23 FEB [illegible]

Cross Referenced To:
adm
U S Gov't
Navy Dept

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The License Agreement between United States of America and the State of Oregon, NOy(R)-43945 granted permission for a right-of-way for the improvement of the Highway sometimes referred to as Oregon Federal Aid Highway Project #F137(3), and more popularly known as the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, permitted the State to enter upon lands described in Exhibit "A" of subject agreement.

Inasmuch as no military personnel are now assigned to former Naval Air Station, Tillamook, Commander, Naval Air Bases, Thirteenth Naval District becomes the Government's representative in connection with authorized construction.

In accordance with paragraphs 7 and 8 of the License Agreement, it is requested that, as relocation of the existing fence line on the former Naval Air Station, Tillamook, proceeds, a closure in the fence line be maintained at all times when work is not in progress in order that station property may be protected.

It is therefore suggested that the agents of the State Highway Commission performing the work be required to maintain a continuous fence line during periods of inactivity.

Very truly yours,

NOTED
W. C. WILL[illegible]

F. B. JOHNSON
CAPTAIN, U. S. NAVY
COMMANDER, NAVAL AIR BASES
THIRTEENTH NAVAL DISTRICT

Copy to:
Com13
BuAer
BuY&D

2

RECEIVED
NOV 17 1948
FOR FILING

Agenda Item 1-1
September 13 and 14, 1958

Salem, Oregon
September 15, 1948

Mr. J. M. Devers

aam
US Govt
Navy

I am returning to you original and duplicate copies of the license agreement between the State Highway Commission and the U. S. Navy Department covering acquisition of Federal land that is needed in connection with the construction of the Tillamook-Pleasant Valley Section of the Oregon Coast Highway.

These papers were executed by the State Highway Commission at the meeting in Portland yesterday, September 14. They are being returned to you to secure execution on the part of the United States of America, Navy Department.

Secretary

HBG:eo
Attchs.

4-13

AGENDA
SEP 13 1948

1-l

FORM E-30 25M 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7, 1948

SUBJECT:

To: W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

You will recall that Mr. Baldock, yourself, and the writer discussed again the form of license or permit offered by the Navy covering some property needed for the construction of the Pleasant Valley Section of the Oregon Coast Highway, and we decided that in view of the statement made in Mr. Fischer's letter of August 31 to the effect that the Navy is trying to get legislative authority to grant the State of Oregon a perpetual easement to the land, we will recommend to the Commission that the permit as drawn be accepted.

I am, therefore, attaching the original and duplicate for presentation to the Commission at its meeting next week.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH

Enc.

2 copies to [illegible]

"A." R. E.

RECEIVED
FOR FILING

Cross Referenced To:
Administration
U.S. Gov't
[illegible]

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 26, 1948

NOTED
W. C. WILLIAMS

IN REPLY PLEASE REFER TO FILE
R 12879

H. H. Good
Rear Admiral, USN
Commandant
Thirteenth Naval District
U. S. Naval Station
Seattle 99, Washington

Re: ND12/N1-13(52)
Y-H2:Mr
Serial 479112

Attention: H. C. Fischer

Dear Sir:

I have gone over with the engineers the form of license agreement which was submitted on behalf of the Government covering property in Tillamook County, which is needed for right of way for the improvement of a portion of the Oregon Coast Highway; namely, the Tillamook-Pleasant Valley Section, and we find difficulty in accepting Sections 7 and 9 on page 3.

Section 7, if accepted, would operate as a surrender of the Highway Commission's statutory judgment, discretion, and obligation with respect to the construction of highways — a thing which the Commission cannot legally do. You will note that that section provides that any construction involving the real property described in the license must be done in accordance with the directions of the Commanding Officer of the Naval Air Station, and, as I have said, this would conflict with the Commission's statutory duty.

Section 9 is rather severe in this, that notwithstanding expensive improvements which the State might make on the property, and notwithstanding the inconvenience which might result, the State could nevertheless be promptly driven from the property and required to restore it to its original condition. It is the opinion of the Highway Commission, with which I concur, that it would be unwise for the State to take the property with that restriction in view of the fact that its use by the State will involve the expenditure of a large sum of money.

May we respectfully request that you give further consideration to these two paragraphs?

Yours very truly,

J. M. DEVERS

cc - H. G. Smith
JMD:avh
cc - W. C. Williams

CEIVED
MAR 10 1948
FOR FILING

March 3, 1948

Mr. T. N. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of February 25th suggesting procedures under which it may be possible to acquire right of way for proposed relocation of the Oregon Coast Highway across the Naval Air Station property south of Tillamook.

In our opinion, the preferable procedure is the one under which temporary occupancy would be provided for through a revocable permit issued by the Navy Department and under which permanent transfer of title to the State would be sought through special legislation.

We will greatly appreciate your taking the matter up with the Navy Department in an endeavor to have the acquisition worked out along the lines indicated. If the Navy Department will initiate and sponsor the legislation needed to accomplish the permanent conveyance of the right of way, that will be appreciated too.

Mr. Devers has indicated that he will be glad to assist in any way that he can in bringing these arrangements to successful conclusion.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: J. M. Devers

SMP:nd

For [illegible]
[illegible]

RECEIVED
FEB 18
FOR FILING
7137 - (3)

3104

recorded
2-18-49
RN

February 18, 1949

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

Dear Sir:

We enclose herewith, a fully executed copy of contract No. 3104 which was awarded to you on January 28, 1949 by the State Highway Commission, covering grading, paving and structures on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway, in Tillamook County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

RECEIVED
FOR FILING
OREGON DISTRICT
F137(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that the program change requested for project No. F-137(3), has been approved effective January 14, 1949.

The current status as approved:

Total Cost	$994,074.40
Federal Funds	343,000.00
Mileage	5.853

(Item 35, Postwar Federal Aid Primary Highway Program)

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
FEB
OREGON
STATE HIGHWAY COMMISSION

Jm

RECEIVED
FEB 25
FOR FILING

3104

7-137 (3)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16th, 1948

SUBJECT:

NOTED
C WILLIAM

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Reference is made to Mr. Devers' letter of February 11, 1948, in which he objects to the language of the right of way descriptions on the Williams and Neilsen properties on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway.

For some time this department has had difficulty in getting right of way descriptions prepared within a reasonable length of time and efforts are being made to evolve a method which would be simpler than the methods now in use. The principle being developed is that the right of way description recite first the width of right of way to be taken, a description of the entire property as recorded in the county records across which the right of way is desired, and then describe that part of the centerline of the highway beginning and ending at convenient points outside of and on either side of the property in question, these points being preferably where actual field ties to government corners have been made.

The above procedure will simplify the writing of descriptions immeasurably as then the exact crossing of every property line would not have to be computed and at the same time, the description can be platted and shown on any abstractor's map even if the Highway Department's right of way map is not available.

In the particular descriptions referred to by Mr. Devers I would make some slight change in wording and leave out two clauses in the second paragraph of the descriptions which begin with the words "opposite and 60 feet distant from *********". However, it is my opinion that the descriptions as written fully describe the properties to be purchased.

Very truly yours,

H W Libby

H. W. Libby
Chief Locating Engineer

HWL:AR

RECEIVED
FEB 2
FOR FILING

3104

7-137 (3)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W C WILLIAMS

Dear Sir:

Reference is made to Mr. Devers' letter of February 11, 1948, in which he objects to the language of the right of way descriptions on the Williams and Neilsen properties on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway.

For some time this department has had difficulty in getting right of way descriptions prepared within a reasonable length of time and efforts are being made to evolve a method which would be simpler than the methods now in use. The principle being developed is that the right of way description recite first the width of right of way to be taken, a description of the entire property as recorded in the county records across which the right of way is desired, and then describe that part of the centerline of the highway beginning and ending at convenient points outside of and on either side of the property in question, these points being preferably where actual field ties to government corners have been made.

The above procedure will simplify the writing of descriptions immeasurably as then the exact crossing of every property line would not have to be computed and at the same time, the description can be platted and shown on any abstractor's map even if the Highway Department's right of way map is not available.

In the particular descriptions referred to by Mr. Devers I would make some slight change in wording and leave out two clauses in the second paragraph of the descriptions which begin with the words "opposite and 60 feet distant from *********". However, it is my opinion that the descriptions as written fully describe the properties to be purchased.

Very truly yours,

H W Libby

H. W. Libby
Chief Locating Engineer

HWL:AR

FORM E-90 25M 9-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1948

SUBJECT:
R11826, R14379

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Mr. Devers letter to you under date of February 11, 1948 in regard to descriptions for property to be purchased from V. T. Nielsen and Preston Williams on the Tillamook-Pleasant Valley Section of the Oregon Coast Highway has come to my attention and since I am responsible for the description as written, I feel obliged to submit the following comments.

Paragraph three of Mr. Devers letter implies that there is something irregular or confusing in describing a strip of land which covers more than one parcel of land. Our description definitely states that only that part of a certain property lying within the strip of land described is the parcel being conveyed. It is often necessary, where properties project into the proposed right of way at odd angles, to include two or more properties in a single strip of land. As a matter of fact, in none of our center line descriptions, except those where the property lines be at right angles to the center line, does the strip of land described cover the parcel conveyed exclusively.

These parcels as well as all parcels for which the descriptions are checked in this office, are very definitely defined on our right of way tracing of this Section and there should be no cause for confusion as to the parcel in question.

This form of description has been used many times in the past, has been accepted by Abstractors and Title Insurance has been issued on same. Also, it is the form recommended as being the most satisfactory by the "American Right of Way Association - Los Angeles Chapter No. 1 in their "Book on Right of Way Procedure and Land Acquisition" published in 1936.

Other comment: Our general practice has been to limit our descriptions to the extreme ends of the parcels involved. This entails a great amount of Field Engineering in trying to locate definitely the boundary lines of the properties involved. In many cases it is impossible to determine the location of these lines with any degree of accuracy, yet in our descriptions we state very definitely that the lines are at or opposite definite stations on our center line. After these lines have been more or less definitely located, a lot of detailed computations are required in order to determine where these indefinite property lines definitely cross our proposed right of way. This practice has caused considerable confusion among Property Owners, Lawyers, Abstractors etc, in that, the strip of land described, so nearly conforming to the parcel being conveyed, they have erroneously assumed that the strip of land was the parcel.

By using a form, as in this case, which describes a strip of land for some distance beyond the parcel involved, it is very evident at a glance that we are not attempting to describe the parcel itself. This eliminates much of the confusion now caused, requires a great deal less work in surveying and engineering computations; gives the property owner or other interested parties a better picture of the parcel being conveyed in that it shows the relationship of the highway to properties on either side of the property involved and therefor is a much better form.

We are revising the description as requested by you by indicating therein the stations where our center line crosses the property lines which define the different parcels. This should satisfy the objections made by the Right of Way Agent.

JWMcCallister

J. W. McCallister

JWM:nd

cc: J. M. Devers

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 11, 1948

SUBJECT: R 11826, R 14379

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

I hand you two copies of options covering properties which the Right of Way Department has been instructed to procure in connection with the contemplated improvement of the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County.

I believe that when we started negotiating, the property belonged to V. T. Nielsen and wife. Subsequently Nielsen sold a part of the property to Preston Williams, so that we are now told to negotiate with Preston Williams for the property that he owns, and with V. T. Nielsen for the property that he owns.

If you will take these two options and compare them, and particularly compare the last paragraph of each, and if you find what I find, you will find the exact language in each option, and in the Nielsen option you will find that it concludes with these words: "The parcel of land to which this description applies contains 1.77 acres", while following the exact same language in the Williams' option you will find this language: "The parcel of land to which this description applies contains 3.45 acres."

The descriptions are so confusing that the right of way agent cannot negotiate with the owners because he cannot show on the map what we want, and the owners will not deal until they know what we are trying to take.

Mr. Benson discussed these two descriptions with some of the engineering staff and was told that to write any other description would require some field work and that would be too expensive, so, it is thought best to write a swivel-chair description.

I think where the State is spending as much money as it is for right of way that descriptions should be written predicated on field data rather than by some slide rule or other engineering stick.

I get criticized in court and by attorneys because of the difficulty in understanding just what part of a man's property we are taking, and in this particular instance I am unable, that may be because of native dumbness, to understand how the description in the Williams' case could call for 3.45 acres, while the same language in the Nielsen case calls for only 1.77 acres.

I am not growling at you, I am just growling, and I wish you would tell me what to do under circumstances of this kind.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:avh

RECEIVED
FEB 11 1949
FOR FILING

F-137(3)

3104

File

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1949

SUBJECT: R 11798
L 1573

Assignment No. 1023 (H. G. Smith)

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

Reference is made to the Lyle J. Simmons, Henry L. Simmons and Robert D. Bishop properties, originally a part of the Simmons holdings on the easterly side of the highway at the south end of the Tillamook-Pleasant Valley Project.

Mr. George P. Winslow, attorney for the Simmonses has requested that a permanent right of way boundary marker be set on the easterly right of way line near the Simmons' residence. I suppose that the right of way eventually will be staked throughout but it is requested that if possible the markers across the entire frontage of the Simmons' property be set at an early date.

Very truly yours,

J. M. DEVERS

By
J. W. DeSOUZA
Assistant Counsel

JWD:MA

(In triplicate)

RECEIVED
FEB 8 1949
FOR FILING

E-13231

February 7, 1949

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

Dear Sir:

Re: Tillamook-Pleasant Valley Section

We have today received a letter from the Mercer Steel Company advising that Stockton and Sons, subcontractors on the Tillamook-Pleasant Valley Section, had requested them to get out the reinforcing steel for the structures on this project, indicating that you have or intend to enter into a subcontract with Stockton and Sons. We must call to your attention the letter submitted with your proposal on this project, in which you stated that Items 35 to 39 inclusive would be sublet to Lindstrom Bros. of Portland. The contract for this project was awarded to you on the basis of your proposal, of which the above-mentioned letter is a part. It is expected that these conditions will be complied with.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc H. G. Smith
F. D. Mason
G. S. Paxson

RECEIVED
FEB 7 1949
FOR FILING

F-137(3)

5104

February 4, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 4, Oregon

Dear Sir:

Please refer to your letter of January 20, having reference to specifications for asphaltic concrete to be constructed on the Tillamook-Pleasant Valley Section, Oregon Project F-137 (3).

Taking up the first paragraph of your letter, it is our opinion that there is no saving or reduction in price by the contractor when a Class "A" base is used with a Class "B" wearing surface. When the Class "A" base mix is used, it prevents the contractor from switching his operations frequently from top to base, which is quite often important by reason of wet subgrade or other conditions. By using the "B" mix, which we prefer in order to increase the density of the base mix and lessen the permeability, the contractor can switch from base to top with no undue loss of time. We feel that the "B" mix for both base and top courses should be retained.

As to our specified content of asphalt, which is now 6.5% minimum and 8.0% maximum of 85-100 penetration, it is possible that our minimum is too high. Laboratory reports on jobs where the 6.5% minimum has been specified indicate that in several instances the minimum content occasionally drops below 6.5%. Therefore, with your approval, we will specify, in future contracts, a minimum of 6.0% and maximum of 8.0% of 85-100 penetration asphalt.

If this meets with your concurrence, the revised specification will be used on the Tillamook-Pleasant Valley Section.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams

RECEIVED
FEB 8 [illegible]
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21st, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #987, W.C.W., suggestion of T. M. Davis that the asphalt content be lowered and a grade "A" mix be used on the Tillamook-Pleasant Valley Section.

Mr. Baldock personally set the minimum amount of asphalt at 6.5% after a study of Oscar White's report at the Proceedings of the 27th Annual Meeting of the Highway Research Board on December 7th, 1947, copy of which is attached. He did, however, authorize Mr. Finkbiner to use a lesser amount of asphalt in specific instances, such as the resurfacing of "fat" pavements or where no fine sand was available.

The "B" mix was adopted for both classes of pavement several years ago in order to increase the density of the base mix and lessen the permeability. We do not feel there is any reduction in price by the contractors where the "A" mix is used since it increases the rigidity of their operations and prevents them from switching from base to top at frequent intervals because of wet subgrade or other reasons.

Our specifications now require that the material be fed to the plant through a trap tunnel. The additional pile of 1¼" material stockpiled would greatly increase the length of the trap tunnel and make the installation more expensive if the same degree of flexibility were retained.

Even in the base it is frequently desirable to feather the material and this becomes practically impossible with the "A" mix.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

VED

FOR FILING

F-137(3)

January 20, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. documents submitted for Oregon project F-137(3), the Tillamook - Pleasant Valley Section of the Oregon Coast Highway.

The special provisions provide for Class "B" asphaltic concrete for both base and top course. We realize this has been the regular procedure since the Halsey-Harrisburg project, SN-U-FAP 56-C(1), for which bids were opened June 14, 1944. However, due to the increased cost of asphalt, we would appreciate your comments as to the advisability of using a coarse mix for the base, similar to the Class A mix specified in your Standard Specifications. This we believe, would result in a lower cost due to the reduction in the quantity of asphalt in the mix and probably have greater stability. The use of two courses would, of course, apply only when an appreciable thickness of pavement were being placed, say 3" base and 2" top.

Also, attention is called to the percentage of asphalt specified in the Class B mix. The State Standard Specifications approved by Public Roads provides for a minimum of 5% and a maximum of 8% of 61-70 penetration asphalt. A number of years ago the lower figure seemed to result in a mix that was too dry so the special provisions provided for a change to a minimum of 5.5% and a maximum of 7.5%. This requirement was used in the special provisions for Oregon F-303(3), the Barbur Boulevard - Boones Ferry Road Section for which bids were opened on February 2, 1948. However, for Oregon Project S-40(2), Salem - Silverton for which bids were opened June 28, 1948, the special provisions were changed providing for 6.5% minimum and 8.0% maximum of 86 - 100 penetration asphalt. This same specification has since been included in Federal Aid projects involving asphaltic concrete pavement.

While we are at fault in not bringing this to your attention at an earlier date, we have on numerous occasions requested your office to call our attention to changes in specifications when submitting P.S.& E. documents, which requests we are sorry to say have not been generally observed.

We understand tests made by your Materials Department probably influenced your decision to use this specification. We had no knowledge of this until receipt of the 1947 Highway Research Board's proceedings which were not received here until September 1948. Even so, we question the setting of a minimum of 6.5% since it appears to us this minimum is approaching a critical stage where bleeding with the resulting slippery pavement is apt to occur. We would appreciate your reasons for the changes made in the minimum percentage and the penetration of the asphalt as now specified.

Our attention has been called to the use of 11 foot lanes on this project and while a two lane highway will adequately handle the present and prospective future traffic, it appears to us that with the volume of traffic and the probable high speed after this project is completed, that the small additional cost of using 12 foot lanes would be justified from the safety standpoint. We would appreciate your comments regarding the design used.

We have not received approval of the P.S.& E. for this project and your early reply is desirable in order that we may be in a position to act on bids received next week.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
FORM 2-132X 10M 5-47
FEB 4
FOR FILING

F-137(3)

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 1, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P.O. Box 3900
Portland 8, Oregon

Dear Sir:

I am enclosing four copies of an encroachment resolution which was passed by the Common Council of the City of Tillamook.

This resolution was prepared in connection with project F-137(3), Tillamook-Pleasant Valley Section, Oregon Coast Highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By Forrest Cooper

Forrest Cooper
Engineer, County and City Relations

JFB:HM
Encl.

cc: Mr. J. W. Nash

RECEIVED
MAR 28 1949
FOR FILING

7-137(2)

3104

AGENDA
FEB 28 1949

January 31, 1949

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

Dear Mr. Gerber:

Confirming my telegram to you of January 28, 1949, the State Highway Commission has yesterday awarded to you the contract for Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County. This award was based on your low bid of $792,215.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: H. G. Smith
Goldie Lewis
S. H. Probert
L. R. White

pet compared

S&C

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	DEFERRED ☐
CODE ☐	NIGHT LETTER ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 28, 1949
5:00 p.m.

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

State Highway Commission awarded you today contract for Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County based on your low bid submitted January 24, 1949. Contract forms follow shortly

Files -

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
FOR FILING
[illegible]
[illegible]

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(24)

JOSEPH L. EGAN
PRESIDENT

1201

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA137 GOVT PD=PORTLAND ORG 28 319P=

JAN 28 PM 3 29

R H BALDOCK=
STATE HIGHWAY ENGINEER

REYOURTEL ALL RIGHTS ENTRY ACQUIRED OREGON F-137/3/. TILLAMOOK PLEASANT VALLEY PROJECT WE HEREBY CONCUR TODAY IN AWARD TO LOW BIDDER EDWIN C GERBER=

T M DAVIS=

=F-137/3/

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM ☒	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JANUARY 28, 1949

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST CONCURRENCE IN AWARD TODAY CONTRACT TILLAMOOK-PLEASANT VALLEY PROJECT TO EDWIN C. GERBER OF OREGON CITY. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

A NEW CURTIS SERVICE
Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.
Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
JAN 21 1949
FOR FILING

7137(3)

3104

January 20, 1949

Oregon State Highway Commission

Gentlemen:

At the next meeting of the Commission, there will be presented for your consideration two separate agreements pertaining to reconstruction of the Tillamook-Pleasant Valley Section of the Oregon Coast Highway in Tillamook County.

One agreement covers the abandonment of certain sections of the old highway, which sections the County of Tillamook and the City of Tillamook agreed to maintain for public usage.

The second agreement is with the City of Tillamook, wherein the City designates, as one-way streets, the streets contemplated for the new routing of the Coast Highway, and sets forth certain other obligations to be fulfilled by the City.

These are both routine agreements, and your approval is recommended.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me:hi
cc: W. C. Williams

RECEIVED
JAN 17 1949
FOR FILING

F-137(3)

Salem, Oregon
January 14, 1949

Tillamook-Pleasant Valley
Section

Mr. H. G. Smith

I quote the following excerpt from a letter addressed to Mr. Baldock, under date of January 10, 1949, by Mr. T. M. Davis, District Engineer, Public Roads Administration:

> "Inasmuch as the specifications do not require the contractor to place such equipment on the project as would ordinarily assure his being able to meet the 95% compaction requirement readily, our authorization is subject to the condition that compliance with this specification will be verified by making frequent tests during construction. For your information and guidance, some states make a minimum of two compaction tests per day."

Please note that the Public Roads Administration's authorization for award of contract on this project requires making of frequent tests to assure proper compaction. Please make necessary arrangements to have sufficient tests made during construction to satisfy the Public Roads Administration's requirements.

W. C. Williams

WCW:me

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

January 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project F-137(3), Tillamook-Pleasant Valley Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Inasmuch as the specifications do not require the contractor to place such equipment on the project as would ordinarily assure his being able to meet the 95% compaction requirement readily, our authorization is subject to the condition that compliance with this specification will be verified by making frequent tests during construction. For your information and guidance, some states make a minimum of two compaction tests per day.

The costs of two lane and four lane bridges should be shown separate at the project agreement stage and all construction within the city of Tillamook may be considered as 4 lane.

Encroachment resolution with the City of Tillamook should be forwarded at your earliest convenience.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
JAN 13 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 1
FOR FILING

F-137(3)

January 12, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the letters requesting program changes for Oregon Projects Nos. FGI-301(6), S-84(1) and F-137(3).

Under the date of December 15, 1948 you were advised that such requests should include all data formerly shown on form PR-9. If the requests submitted in the future do not list both the former program data and the new data for which approval is sought as well as the reasons for each change, we will withhold action pending receipt of such data.

Very truly yours,

T. H. DAVIS
District Engineer

RECEIVED
APR 4 1949
FOR FILING

F-137(3)

January 14, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project F-137(3), Tillamook-Pleasant Valley Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Inasmuch as the specifications do not require the contractor to place such equipment on the project as would ordinarily assure his being able to meet the 95% compaction requirement readily, our authorization is subject to the condition that compliance with this specification will be verified by making frequent tests during construction. For your information and guidance, some states make a minimum of two compaction tests per day.

The costs of two lane and four lane bridges should be shown separate at the project agreement stage and all construction within the City of Tillamook may be considered as 4 lane.

Encroachment resolution with the City of Tillamook should be forwarded at your earliest convenience.

Very truly yours,

T. H. DAVIS
District Engineer

RECEIVED
JAN 7 -
FOR FILING
FORM 2-80 20M 8-46 22304

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 5, 1949

SUBJECT: Tillamook-Pleasant Valley Section
Oregon Coast Highway

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

On this section of highway we have under condemnation, or will have under condemnation by tomorrow, five separate properties. These are as follows:

Herman B. Jacobs, et al., R 11830, L 1569, Station 342+ to Station 358+

Raymond Eastwood, et ux., R 11806, L 1568, Station 200+ to Station 202+50

Louis Fleck, et ux., R 11800, L 1572, Station 101+75 to Station 111

Lyle J. Simmons, et al., R 11798, from the beginning of the project to Station 98+

O. W. Kinnaman, et ux., R 14969, L 1570 — this property is on the Wilson River Highway but is property from which we desire borrow for the Tillamook Project.

So far as the Legal Department is concerned, we are agreeable to the advertising of the Tillamook-Pleasant Valley job, providing possession of the Jacobs property is withheld from the contractor until June 1, 1949, and until such time as the State's contractor would be prejudiced in his work by being denied possession to this property.

The Eastwood property involves the cutting through of buildings, and it is desirable, though not imperative, that possession be withheld on this property for a like time.

We are making every effort to consummate the condemnation actions in all of these cases, and it is desirable, but not imperative, that possession be withheld on the other properties until such time as they are actually needed by the contractor in the performance of his work.

Yours very truly,

G. W. Neuner
G. W. NEUNER

cc - J. M. Devers
GWN:

S-54(1) Sauvies Island Bridge 1949

#3105

RECEIVED
JUL 2 1952
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
JUNE 30, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3105	24-FINAL	THE GILPIN CONSTRUCTION CO.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
11223	R-43479	$ 24,686.55	JUNE 27, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1950

Time Extensions: Extended to Nov. 1, 1951 without penalty

Completion Date: Oct. 12, 1951

Date Accepted: Nov. 8, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-1-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 2

NOTED ON CARD

RECEIVED
MAY 1 1952
FOR FILING

1-54.1

3105

May 2, 1952

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3105 covering construction of Sauvies Island Bridge on the Gillihan Road in Multnomah County was completed by the contractor, The Gilpin Construction Co., on October 12, 1951 and was formally accepted by the Highway Commission on November 8, 1951.

Final payment in the amount of $24,686.55 will be released to the contractor on or after May 12, 1952. The total contract amount is $811,466.04, of which amount $11,531.33 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassens & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

5-2-52

RECEIVED
DEC 31 1951
FOR FILING

8-54(1)

3105

December 27, 1951

United States Guarantee Company
90 John Street
New York 7, New York

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Gilpin Construction Company on Contract No. 3105 covering construction of a bridge on the Sauvie Island Section of the Gillihan Road in Multnomah County. This payment in the amount of $36,585.17 will be made on or after January 7, 1952. The retained percentage is $24,333.39.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc C. A. Tomassene & Sons
1206 Wilcox Building
Portland 4, Oregon

NOTED ON CARD
12-27-51g

RECEIVED
[illegible] 1951
FOR FILING

S-54 (1)

3105

August 1, 1951

The Gilpin Construction Co.
4850 N. W. Front Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on July 16, 1951, had under discussion your request for an extension of time of 184 days, from April 30 to November 1, 1951, within which to complete your contract No. 3105 covering construction of Sauvie Island Bridge on the Gillihan Road, Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Highway Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. C. Shelton,
Division Engineer

A. E. Johnson,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

RECEIVED
JUL 1 1951
FOR FILING

854(1)
3105

July 9, 1951

Request for extension of time
No. 9
July 16 and 17 meeting.

State Highway Commission

Gentlemen:

Re: Sauvies Island Bridge
Contract No. 3105
The Gilpin Construction Company,
Contractor

Herewith copy of an application from The Gilpin Construction Company, contractor on the Sauvies Island Bridge, for a second extension of time from April 30, 1951, to and including November 1, 1951, for the completion of the work on the structure.

The structure was complete last fall and opened to traffic during the winter. The first time extension to and including April 30, 1951, was given so that the painting could be completed in suitable weather and so that the lower part of the web wall between the piers could be placed during extreme low water. The water level did not reach its extreme low point during the spring season, and, in order to place this web wall, it is advisable to wait until this fall.

No inconvenience is being caused by the delay, and no extra engineering costs are involved. For these reasons it is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

cc H. B. Glaisyer
G. S. Paxson
R. H. Baldock
W. C. Williams

RECEIVED
JUL 9 1951
FOR FILING

5-54(1)

3105

2756

June 29, 1951

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Reference is made to your letter of June 26 in regard to the bridge constructed across Multnomah Channel to Sauvie Island.

The contract work for this bridge has not been completed. As soon as the next low-water stage is reached, the contractor will resume work to extend the concrete diaphragm walls on the channel piers to a point below the low-water elevation. When this concrete work is completed, the contractor will remove the steel sheet piling.

You will receive notification when all work has been completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Acting State Highway Engineer

NOTE
W. C. WIL

PMS:gm
cc P. M. Stephenson

ASSIGNMENT

28, 1951

No. 2756
By [illegible]

Description: Letter of June 26 by U. S. Army Engineers, Portland, re bridge across Multnomah Channel to Sauvie Island, authorized by permit signed January 15, 1948, and more particularl re sheet steel piling nearby

Acknowledged by _ _ _ _ _ Referred to _ _O. S. Paxson ✓ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxx Return with rough draft of reply
Please prepare for _ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 6-29-51 Report received _ _ _ _ _ _ _ _
me

Remarks:

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)
NPPKS-4

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

June 26, 1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

REFER TO FILE
NO. NPP 800.6(Mult.Chan.-Bridges)-1

Oregon State Highway Commission,
Salem,
Oregon.

Attention: Mr. W. C. Williams, Assistant State Highway Engineer.

Gentlemen:

Reference is made to the bridge constructed across Multnomah Channel to Sauvie Island, authorized by a permit signed January 15, 1948.

A recent inspection disclosed some sheet steel piling remained near the west pier of the main span. These sheet steel piles are from 1 to 2 feet from the piers, and tops of piles are about 20 feet above the low water line. As they may be very hazardous to navigation at certain water stages, and as they reduce the horizontal clearance to less than shown on the approved plans, it is requested that arrangements be made to have them removed, by pulling or cutting off at the bed of the stream. Some of the piles are located on both the channel side as well as on the landward (west) side of the pier.

It is requested that the work of removal be completed as soon as possible, as final report on completion of the bridge cannot be made until the river has been cleared of all falsework. Advice as to when the work will be done is desired in order that final inspection will not be unduly delayed.

For the District Engineer:

Very truly yours,

T. W. Ragsdale
T. W. Ragsdale,
Chief, Construction and Operations
Divisions.

RECEIVED
DEC 28 1950
FOR FILING

3105

NOTES ON SAUVIES ISLAND BRIDGE OVER MULTNOMAH CHANNEL

A contract for erection of the Sauvies Island bridge was awarded to The Gilpin Construction Company by the Oregon State Highway Commission on February 16, 1949 for a total contract price of $815,040.50. The completed structure, including the cost of engineering, rearrangement of electrical power lines interfered with by the structure, and other miscellaneous costs not included in the contract, will bring the total cost of the structure to approximately $850,000.

The completed bridge is a high-level structure 1,178 feet long and consists of a reinforced concrete viaduct 253 feet in length on the west, three 200-foot steel truss spans totaling 600 feet over the channel, and 325 feet of concrete viaduct on the east. The central span over the channel provides a vertical clearance of 80 feet above low water for the passage of major shipping, and the two side spans give 48 feet of vertical clearance for the convenience of log rafts and smaller tug boats. The structure itself is now complete with the exception of the painting of the structural steel, which must wait until favorable weather next spring or early summer.

Prepared for Gov. McKay
Dec. 27, 1950

NOTED
State Highway Engineer

SAUVIES ISLAND BRIDGE OVER MULTNOMAH CHANNEL

Our records show that at least eleven years ago residents of Sauvies Island were advocating the construction of a bridge, for on April 7, 1939 the Board of County Commissioners of Multnomah County and a large delegation from Sauvies Island appeared before the Highway Commission urging its construction. During the war years shortage of material prevented any serious consideration of the project. In the first postwar program, however, which was for the fiscal years of 1946-1949, this structure was included. The Multnomah Channel is a navigable stream at this point, and a high, level structure providing clearance for shipping was desired in order that the continuing cost of operation of a drawbridge could be eliminated.

A contract for the structure was awarded to The Gilpin Construction Company on February 16, 1949 for a total contract price of $815,040.50. The completed structure, including the cost of engineering, rearrangement of electrical power lines interfered with by the structure, and other miscellaneous costs not included in the contract, will bring the construction of the structure to approximately $850,000.

The completed bridge is 1,178 feet long and consists of a reinforced concrete viaduct 253 feet in length on the west, three 200-foot steel truss spans totaling 600 feet over the channel, and 325 feet of concrete viaduct on the east. The central span over the channel provides a vertical clearance of 80 feet above low water for the passage of major shipping, and the two side spans give 48 feet of vertical clearance for the convenience of log rafts and smaller tug boats. The structure itself is now complete with the exception of the painting of the structural steel, which must wait until favorable weather next spring or early summer.

December 30, 1950

NOTES ON SAUVIES ISLAND BRIDGE OVER MULTNOMAH CHANNEL

A contract for erection of the Sauvies Island bridge was awarded to The Gilpin Construction Company by the Oregon State Highway Commission on February 16, 1949 for a total contract price of $815,040.50. The completed structure, including the cost of engineering, rearrangement of electrical power lines interfered with by the structure, and other miscellaneous costs not included in the contract, will bring the total cost of the structure to approximately $850,000.

The completed bridge is a high-level structure 1,178 feet long and consists of a reinforced concrete viaduct 253 feet in length on the west, three 200-foot steel truss spans totaling 600 feet over the channel, and 325 feet of concrete viaduct on the east. The central span over the channel provides a vertical clearance of 80 feet above low water for the passage of major shipping, and the two side spans give 48 feet of vertical clearance for the convenience of log rafts and smaller tug boats. The structure itself is now complete with the exception of the painting of the structural steel, which must wait until favorable weather next spring or early summer.

NOTES ON SAUVIES ISLAND BRIDGE OVER MULTNOMAH CHANNEL

A contract for erection of the Sauvies Island bridge was awarded to The Gilpin Construction Company by the Oregon State Highway Commission on February 16, 1949 for a total contract price of $815,040.50. The completed structure, including the cost of engineering, rearrangement of electrical power lines interfered with by the structure, and other miscellaneous costs not included in the contract, will bring the total cost of the structure to approximately $850,000.

The completed bridge is a high-level structure 1,178 feet long and consists of a reinforced concrete viaduct 253 feet in length on the west, three 200-foot steel truss spans totaling 600 feet over the channel, and 325 feet of concrete viaduct on the east. The central span over the channel provides a vertical clearance of 80 feet above low water for the passage of major shipping, and the two side spans give 48 feet of vertical clearance for the convenience of log rafts and smaller tug boats. The structure itself is now complete with the exception of the painting of the structural steel, which must wait until favorable weather next spring or early summer.

RECEIVED
JAN 5 - 1951
FOR FILING

S 54(1)

3105

2394

January 2, 1951

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Sauvie Island Bridge
F.A.P. No. S-54 (1)

Reference is made to your letter of December 26, 1950, concerning settlement on the end bent at the north end of the Sauvie Island Bridge.

Comments of your Washington office are in line with the accepted theories concerning settlement, and the possibility of further settlement occurring was appreciated when the design was prepared. In this particular project it was not practical to make the fill before the piling were driven, as this material was hauled across the structure from the highway revision at the mainland end of the bridge.

The settlement is not particularly serious. No damage has been done to the structure, and the movement has practically stopped. As soon as we are sure that all movement has stopped, the elevation of the superstructure at the end bent will be adjusted, the column steel spliced out and encased with concrete.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

ASSIGNMENT

December 27, 195[illegible]

No. 2394 [illegible]
By [illegible]

Description: T. M. Davis' letter of December 26 re settlement of Bent No. 11 of the Sauvies Island Bridge, Oregon Project No. S-54 (1)

Acknowledged by _____ Referred to __Paxson ✓ ________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xx Please prepare for ____Williams'__________ signature

Assignment executed 1-3-54 mc. Report received ________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT
[illegible]
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

December 26, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

NOTED
W. C. WILLIAMS

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The six inch vertical settlement of Bent No. 11 of the Sauvies Island Bridge, Oregon Project No. S-54(1) was mentioned in our Inspecting Engineers report for November. Our Washington Office has commented as follows concerning this unfortunate occurence:

"Where subsurface conditions are such that piling is required, a fill of more than very moderate depth may be expected to compress the strata through which piling passes. This will generally, through the frictional grip of the compressed strata on the piles add to pile loads and will usually cause settlement. This can and should be avoided by making the fill before piling is driven. This type of construction difficulty has not been uncommon in the past."

It appears that the probable cause of this partial failure, i.e. settlement of the entire bulb of earth containing the pile groups due to consilidation of a lower stratum, was not appreciated by our Washington Office. This probable cause was clearly discussed in our Inspecting Engineer's report.

Regardless of whether the piles settled due to added load from fill consolidation or whether piles and surrounding earth mass settled due to consolidation of a lower stratum, the fact remains that most if not all of such objectionable settlement could have been obviated by the prior placing of the approach fills. We realize that in some instances, it is not practicable to do this, but in most cases fills may and should be placed prior to the structure work.

We must consider this feature on future plan submissions more carefully.

Very truly yours,

T. M. Davis

T. M. DAVIS
District Engineer

RECEIVED
JAN 5 - 1951
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

S-54(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 2, 1951

NOTED
W. C. WILLIAMS

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Paxson's letter of December 28th 1950 submitting copies of Order for Extra Work, No. 8 providing for lowering the footings below plan elevation for bent 4, Sauvies Island Bridge, Oregon Project S-54(1).

Apparently the extra cost of coffer-dams is eligible for Federal participation but while this Extra Work Order is dated December 20, 1950 our inspections show the work was done in the fall of 1949 or considerably over a year ago. This long delay in requesting approval from this office seems to be unwarranted.

Such delays are assuming the appearance of a practice which we cannot countenance i.e. we are today in receipt of Price Agreement No. 2 for untreated piling and splicing same for use on Oregon Project U-130(3), So. Unit, Denver Ave.-Columbia Slough Section which is dated May 26, 1950, over seven months ago. This work was noted by our inspection engineers in project report of June 1950.

There are only two of several that have been received lately and we must insist that if approval by this office is desired they be submitted at the time it is proposed to do the work.

In the present instance we will recommend these papers for approval with the understanding such delays in submission be eliminated in the future.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

Copy to Paxson

TMD:re

RECEIVED
JAN 8 - 1951
FOR FILING

2-4 (1)

3105

December 29, 1950

The Gilpin Construction Co.
4850 N. W. Front Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1950, had under discussion your request for an extension of time of 181 days, from October 31, 1950 to April 30, 1951, within which to complete your contract No. 3105 for construction of the Sauvies Island Bridge on the Gillihan Road, in Multnomah County.

I am pleased to inform you that the Commission granted your request to and including April 30, 1951 without penalty. However, I was instructed to inform you that the Highway Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

A. E. Johnson,
Resident Engineer

G. S. Paxson

NOTED ON CARD

12-29-50 gl

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NOV 27 1950
FOR FILING

8-54 (1)

3105

November 24, 1950

State Highway Commission

Request for Extension of Time
No. 1
December 19 and 20 Meeting.

Gentlemen:

Re: Sauvie Island Bridge in Multnomah
County, Contract No. 3105

The Gilpin Construction Company, contractors for the Sauvie Island Bridge in Multnomah County, request an extension of time from October 31, 1950 to and including April 30, 1951 for the completion of their work. The reasons given for this request are as follows:

> "On September 22nd, 1949, we had the cofferdam and the excavation completed for both legs of Pier 3, and the piling driven in one leg of Pier 3 when it was discovered that the piling foundation was not suitable for this Pier and it would have to be founded on solid rock. This meant removing the wood piling and extending the sheet piling and driving them down to solid rock and then excavating the Pier.
>
> We poured the seal on the first leg of the Pier on December 23rd, 1949, or three months later than we would have poured it had we not encountered these difficulties.
>
> This delay caused us to get into the high-water period for the completion of the Pier, which in turn delayed the steel erection and also caused the painting of the steel to be delayed until the rainy season.
>
> We opened the bridge to traffic on October 2nd, 1950 and have completed everything on the bridge, with the exception of the painting and the placing of the lower sections of the catwalks in Pier 2 and 3. The catwalks cannot be placed until the stage of the river drops to extreme low level, which we hope will be when the weather gets colder.
>
> We are working on the painting whenever the weather permits."

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
NOV 21 1950
FOR FILING

[illegible]

3105

November 17, 1950

Mr. Robert M. Morgan
Sauvies Island Bridge Dedication Committee
c/o R. M. Wade & Company
106 S. E. Hawthorne Boulevard
Portland 14, Oregon

Dear Mr. Morgan:

I will try to answer, to the best of my ability, questions asked in your letter of November 14:

1. It is expected that the approaches to the bridge will be completed on time to open the bridge to traffic by the latter part of December. The pavement will not be completed at that time, but it is planned to use the bridge during the winter with the gravel surface that will be placed on the approaches. The pavement will be completed as early as weather will permit next spring.

2. The Highway Commission will advise when the bridge can be opened to traffic, and at that time the bridge dedication committee will set the time for the dedication.

3. The Highway Commission does not offer a pattern or schedule for the ceremonies, leaving this to the discretion of the committee.

4. The dedication committee handles the sending out of invitations.

5. It is customary for the dedication committee to invite the individual members of the Commission and such of the engineering staff as have been concerned in the building of the facility being dedicated. Usually one or more members of the Commission attend such a dedication, along with members of the engineering staff.

6. The dedication committee should make arrangements with the Multnomah County Sheriff's office for police traffic control. The Committee also will handle the newspaper publicity. The State Highway Commission will assist in any way possible in arranging for the dedication.

At such time as the actual date of the dedication is set, I will be glad to furnish you a suggested list of Highway Commissioners and Engineers who should be invited to attend.

If I can furnish you any more information, please feel free to call upon me.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. G. S. Paxson
Mr. A. G. Skelton

RIGATION EQUIPMENT HEADQUARTERS FOR THE PACIFIC NORTHWEST

WADE NEWBEGIN
President and
General Manager

H. D. SMITH
General Sales Manager

ROBERT M. MORGAN
Sales Manager
Irrigation Division

R·M·WADE&CO·
SINCE 1865
PORTLAND 14 OREGON
106 S. E. Hawthorne Boulevard
PHONE EAST 5137

Manufacturers of
WADE RAIN
Portable Sprinkler
Irrigation Equipment

WADE RAIN

Distributors of
A COMPLETE LINE OF PUMPS
and IRRIGATION EQUIPMENT

November 14, 1950

RECEIVED
NOV 15 1950
OREGON
STATE HIGHWAY COMMISSION

W. J. Williams,
Assistant State Hwy. Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
W C WILLIAMS

Dear Mr. Williams

I'm writing you in the interest of the Sauvies Island Community regarding the completion date, at least for automobile travel, of the new Sauvies Island Bridge.

For your information the Sauvies Island Grange is the general functioning body for the community and of course, has taken a great interest in the completion date and impending bridge dedication ceremonies. The Sauvies Grange has appointe me as Chairman of the Bridge Dedication Committee and even though I have on certain previous occasions attempted to get information cincerning the State Highway Commission's general plans for such dedications, have been unsuccessful in learning of any prescribed pattern used by the commission.

I would like to have the following points clarified by you:

#1. When will the bridge dedication be held.
#2. Who is responsible for authorizing the exact date of the bridge dedication.
#3. Does the State Highway Commission offer any sort of a pattern or schedule to follow in preparing the ceremonies for a dedication.
#4. What is the practice, so far as sending out invitations etc. and who is responsible for this.
#5. Will certain officers of the commission be present and if so, who would they be?
#6. Is the local arrangements committee in a given community, responsible for such details as, police traffic control, newspaper publicity etc.

The Sauvies Island Bridge Dedication has it's destinctive aspects in view of the fact that Governor McKay's mother is perhaps the oldest living former resident of Sauvies Island and she has been invited to participate in the ceremonies. Also the governor by

November 14, 1950

Page 2....

W. J. Williams;

invitation, I believe, has been asked to make the dedication talk. We realize of course, that the governor,often is called upon to dedicate such structures however, this particular case is somewhat unique in view of the fact that the governor's mother is also participating.

I sincerly hope that you will be able to assist me in some of the organization of this program by commenting on the above mentioned factors.

Looking forward to your reply, I remain

Yours truly,

Robert M. Morgan

Robert M. Morgan
Sauvies Island Bridge Dedication Committee

RMM:lc

RECEIVED
NOV 8 - 1950
FOR FILING
FORM E-30X 15M 5-50 40301

2-54 (1)

3105

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 7, 1950

SUBJECT:

W. C. WILLIAMS

To: Mr. G. S. Paxson
Bridge Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith Price Agreement No. 4 on contract 3105, the Sauvies Island Bridge, under contract to the Gilpin Construction Company. This covers furnishing all lumber, materials, and equipment needed to build a timber bridge as per the attached sketch dated October 19, 1950, above the approach to this bridge opposite Station 93+75 on the Lower Columbia River Highway. They have agreed to build this bridge at a cost of $1457.00, this price to include the removal and disposition of the old bridge, necessary clearing for the new bridge, and the construction of the bridge, using a good grade of used lumber with the exception of the handrail and guardrail, which will be new lumber. I am also enclosing letter dated October 30th from Parker-Schram Company, who have contract No. 3318 for the construction of the approaches to the Sauvies Island Bridge. They quote a price of $1675.00 for the construction of this bridge in accordance with the attached plan, and have also advised that they have no objection to the bridge being constructed by the Gilpin Construction Company.

Our bridge plan originally called for cut slopes at this location, which would not have interferred with the bridge, however the material was such that it would not lay on the slopes planned, and a stable cut cannot be made at this location without undermining the entire bridge. The condition of the bridge is such that it could not be moved, so it is necessary to either build a much more expensive concrete retaining wall, or rebuild the structure as we contemplate. The bridge is now located on the old United Railway right of way, which was purchased by the Highway Commission. Immediately south of this railroad right of way is a 30 foot dedicated street known as Riverview Drive, and the new location of the structure will be entirely on public right of way.

It is my understanding that the old bridge was built originally by W.P.A. forces in connection with the widening of the Lower Columbia River Highway in the early 30's, and that it was built as access to the property lying northwest of the gulch in lieu of an access that they originally had to the Columbia River Highway, and which was destroyed by the widening operations. There has been some talk to the effect that the owners of the property northwest of the gulch were responsible for the maintenance of this structure, however we have been unable to find any confirmation of this from a careful search of all records, including our files in the Salem office, so that there does not appear to be any question as to our responsibility for giving this property continuous access.

I recently discussed this matter with Mr. W. C. Williams, and received his verbal approval to this price agreement.

It is requested that prints be made from the enclosed plan, and attached to copies of the price agreement, and that two additional prints from this tracing be forwarded to this office.

Yours very truly,

A G Skelton
A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams ✓
H. G. Smith
A. E. Johnson
A. B. Dean

RECEIVED
OCT 1 9 1950
FOR FILING

5-54(1)

3105

Cross Referenced To:

October 6, 1950

Indexed
Alphabetically
Spencer, Omar C.

Mr. Omar C. Spencer
1410 Yeon Building
Portland 4, Oregon

Dear Mr. Spencer:

Reference is made to your letter of October 3, concerning the completion of the Sauvies Island Bridge.

The article in the Oregonian was a bit more pessimistic, with reference to the completion of this project, than we are. The structure is practically complete, there being only a small amount of work on the painting of the steel span and the surface finish of the concrete. The approaches are under contract to the Parker-Schram Company of Portland, and they have now started work taking material from the borrow pit on the island end of the structure. We expect them to start work very shortly on the widening of the roadway on the west end of the bridge. The material from this road widening goes across the bridge to make part of the embankment on the island side. The bridge contractor is now in a position where he can allow hauling over the structure.

The actual completion depends pretty much on weather conditions, but we have every hope that the structure can be opened to traffic by the last part of December. It may be that the weather will be such that we can better this by a few weeks. We will not be able to place the asphaltic pavement, but the rock base will be in place and will provide a reasonable surface for use this winter.

I appreciate your interest in the project and assure that everything possible will be done to get the bridge in use this year.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

HART, SPENCER, McCULLOCH, ROCKWOOD AND DAVIES
(CAREY AND KERR)
LAW OFFICES
1410 YEON BUILDING

CHARLES A. HART
OMAR C. SPENCER
CHARLES E. McCULLOCH
FLETCHER ROCKWOOD
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
JAMES P. ROGERS
RICHARD DEVERS
FREDERICK H. TORP
GEORGE H. FRASER
WILLIAM W. WYSE
JOHN C. BEATTY, JR.

PORTLAND 4, OREGON

October 5, 1950

RECEIVED
OCT 6 - 1950
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

BY SECRETARY

Paxton
Please see
me.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

As my previous letters to your office have indicated, I have been writing a book "The Story of Sauvies Island." Heretofore your office has furnished me with valuable data, particularly about the Sauvies Island Bridge. My manuscript has been completed and is now in the hands of the publisher. I have written the book with the idea that it would be published on or about the time of the completion of the bridge. In fact, I have a chapter entitled "And Now the Bridge", which assumes that the bridge has been completed and dedicated. I was told by the Committee of Islanders, headed by Charles L. Stidd, that the principal dedicatory address would be by Governor McKay, and the conventional ribbon cutting would be by his mother. This would be most appropriate because Governor McKay's maternal grandfather was an early Island settler. His paternal grandfather was a Hudson Bay employe, which first operated a dairy on the Island, and his mother was born on the Island.

Now I read in The Oregonian that the bridge will not be completed until perhaps June of 1951, although the main structure has been finished. Will you be good enough to advise me as to the planned date of dedication. I should like to say in my book that the principal dedication speech was made by the Governor of Oregon but if the dedication occurs after November - who knows?

Please advise me as to your plans.

Yours truly,

Omar C Spencer

Form H-1—5M—6-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 21, 1950, 19

Section Sauvies Island Bridge

Kind of work Grading and Paving

Highway Col. River & Gillihan Co. Rd.

Section prefix 226-1003 S-54 (1)

Contractor Parker-Schram Co.

Contract number 3318

Date of Contract April 25, 1950, 19

Date of completion June 30, 1951, 19

Date work started June 7, 1950, 19

Estimated date of completion June 30, 1951, 19

Amount of contract . . . . $ 70,759.00

Per cent of time elapsed 20 %

Estimated cost of completed project, exclusive of engineering . . . . $ 70,759.00

Per cent of contract completed, based on total contract price .6 %

Engineering cost to date $ 600.00, 14 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Three men have continued work on the clearing this week. Nothing else done.

NOTED
H. G. S

NOTED
H. W. LIBBY

NOTED

NOTED
E. M. BOOTH

Signed A B Dean Resident Engineer

Address P.O. Box 4644, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.53	0.53		0.18	0.35
Miles partially completed	0	0		0	0
Miles completed	0	0		0	0
Total estimated quantities	37,600 C.Y.	4,600 C.Y.		34 Tons	1,400 T.
Estimated quantities moved or placed to date	0	0		0	0
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	3						
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.........., Power graders.........., Rollers.........., Mixers.........., Crushing or screening plants..........
Compressors.........., Bulldozers.........., Sheep-foot rollers.........., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Clear		
Friday	Clear		
Saturday			

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OFFICE OF
CONSTRUCTION ENGINEER

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1950
FOR FILING
5-54(1)

3105

May 5, 1950

Mr. William C. McCulloch
1016 Spalding Building
Portland 5, Oregon

W. C. WILLIAMS

Dear Sir:

This is in reference to your letter of May 2 in regard to the conditions existing at the Sauvies Island levee at the east end of the new Sauvies Island Bridge.

Yesterday, May 4, our Mr. Stephenson, accompanied by the contractor and our resident engineer, inspected the work at the island end of the bridge. The contractor agreed at that time to take steps to remove all of the falsework that is now resting on top of the levee. He will start this removal of falsework on May 15 and will open the roadway on top of the levee about May 18.

Our resident engineer, Mr. A. E. Johnson, is making arrangements to meet with Mr. Fred Robitsh, one of the Drainage District supervisors, to look over any other items of work, caused by our contractor's operations, that are necessary to be done to safeguard the stability of the levee at the bridge site. We also will request the Army Engineers to make an inspection of conditions at the levee that might have been caused by our contractor's operations.

In our opinion, the contractor's operations have not impaired the stability of the levee at the bridge site in any manner, and we feel sure that your inspection, if you wish to make one, will confirm this statement.

We wish to assure you that we will cooperate with the Sauvies Island Drainage District and will arrange for the clearance of the top of the levee of all falsework so your maintenance man can patrol the levee during the approaching high-water period.

Very truly yours,

R. H. Baldock
State Highway Engineer

MS:gm RHB:me

cc G. S. Paxson

PLANT
R. R. 13, PORTLAND

Sauvie Island Drainage District
Office 1016 Spalding Building
PORTLAND, OREGON

5

May 2, 1950

State Highway Commission
Salem, Oregon

Gentlemen:

The Board of Supervisors of Sauvie Island Drainage District held a regular meeting yesterday at which one of the Supervisors reported conditions at the Island end of the bridge you now have under construction from the mainland across Multnomah Channel to Sauvie Island.

In the course of construction at the Island end of the bridge the security of the District's levee and of its right-of-way therefor apparently has been substantially impaired. Up to now that impairment has not been a serious threat to the stability of the levee at that point. However, within the next six or seven weeks the Board of Supervisors, as advised by the Corps of Engineers, expects a stage of water in the Columbia River of 25 feet at least and probably more. Such a stage of water certainly would create a threatening and dangerous situation in the levee at the Island end of the bridge if conditions are allowed to remain as they are now.

You are therefore requested immediately to take all action necessary to see that the Levee and the right-of-way therefor are restored as soon as possible to the full strength and stability they had at that point before any construction work was commenced.

The construction work at that point also has prevented free access to the levee and free passage thereover by men, trucks and machinery that would be necessarily used for the strengthening and protection of the levee during the stage of unusually high water. Just what steps should be taken by you to remedy this situation you will know best, but immediate action should be taken to make the levee and its right-of-way at that point as available to men, equipment and machinery for protective operations in the event of high water as at any other stretch of the levee.

Please advise promptly what action you are taking in response to this request.

Yours very truly,

William C. McCulloch
Assistant Secretary

wcm-a

RECEIVED
[illegible] 1950
STATE [illegible] COMMISSION

RECEIVED
FEB 28 1950
FOR FILING

5-54(1)

3105

1710

February 24, 1950

Mr. George W. Buck
Roadmaster, Multnomah County
601 Courthouse
Portland, Oregon

Dear Mr. Buck:

Reference is made to your letter of February 20 concerning the type of deck on the Sauvies Island Bridge. I had thought that the general type of construction had been discussed with you, or with Mr. Fairbank, during the early stages of the design of this structure. I am sorry that you were not cognizant of the type of deck which we have used.

We have been able to find no economy in the use of steel grid decking on new structures where the span lengths are so short as those used at Sauvies Island. In fact, all of our estimates have shown this decking to be more costly than the concrete deck which we are using.

The steel grid deck has several disadvantages which, in our opinion, outweigh the advantage of passing snow through the deck. In rural areas smaller-sized livestock, such as sheep, could not successfully be driven over these decks, as the opening between the members is small enough so that they would step through them, and broken legs would be sure to result. The open grid decking also gives no protection to the supporting steel under the deck, and the difficulty of maintenance painting would be greatly increased.
On this particular bridge only about half the length of the structure consists of steel trusses, the remainder of the bridge is a reinforced concrete viaduct in which the deck acts as the upper flange of the beam. While it would be theoretically possible to build concrete beams and place a steel grid deck on them, all T beam action would be lost, and the design would not be at all economical.

A considerable part of the approach has already been built on this structure, and the steel is practically all fabricated and ready for shipment to the job. A change in the type of deck at this time would not be practicable.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

Date: 2-23-50 **ASSIGNMENT** No. 1910

By [illegible]

Description: **Geo. Buck's letter of 2-20-50 re deck to be placed on bridge to Sauvies Island**

Acknowledged by _ _ _ _ _ Referred to _ _ _ **Paxson** ✓ _ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxxx Please prepare for _ _ **Baldock's** _ _ _ _ _ _ _ _ _ signature

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _ _

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Remarks: 2-24-50
me

COUNTY OF MULTNOMAH
OFFICE OF THE ROADMASTER
601 COURT HOUSE
PORTLAND, OREGON

GEORGE W. BUCK
ROADMASTER
COUNTY ENGINEER

Feb. 20, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R. H. Baldock,
State Highway Engineer,
State of Oregon,
Salem, Oregon

Dear Mr. Baldock:-

In the planning for the construction of the bridge to Sauvies Island we were not consulted at all as to the deck to be placed on this bridge although I advocated that an open grill deck be placed on it.

It looks to me after this winter's experience that you should change the plans and have the grill type of deck put on the bridge as I think the contract could be adjusted for a change at a lower figure than your contract price and we certainly feel that this type of deck is the best for this country. Also, since we will have the future maintenance of the bridge we should have had some say as to the type of construction.

Respectfully yours,

Geo W Buck

GEO. W. BUCK
Roadmaster

NOTED
W. C. WILLIAMS

GWB/sw

Williams
Please prepare
answer —

RECEIVED
FEB 23 1950
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
FEB 27 1950
FOR FILING

354(1)

3104

File

February 23, 1950

Mr. Omar C. Spencer
Hart, Spencer, McCulloch, Rockwood and Davies
1410 Yeon Building
Portland 4, Oregon

Dear Sir:

In reply to your letter of February 21, regarding the Sauvies Island bridge, you are advised that the cost of said bridge is being shared by the State of Oregon and the Federal Government. Multnomah County is not participating in the expense of this bridge, but will assume all maintenance costs after its completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

HART, SPENCER, MCCULLOCH, ROCKWOOD AND DAVIES
(CAREY AND KERR)
LAW OFFICES
1410 YEON BUILDING

CHARLES A. HART ✓
OMAR C. SPENCER ✓
CHARLES E. McCULLOCH
FLETCHER ROCKWOOD
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
JAMES P. ROGERS
RICHARD DEVERS
FREDERICK H. TORP
GEORGE H. FRASER
WILLIAM W. WYSE
JOHN C. BEATTY, JR.

PORTLAND 4, OREGON

February 21, 1950.

Mr. R. H. Baldock,
State Highway Engineer,
c/o W. C. Williams,
Salem, Oregon.

NOTED
W. C. WILLIAMS

Dear Sir:

Thank you very much for your good letter of February 16 giving me information about the Sauvies Island bridge.

I need an answer to one other question: Will the State Highway Commission pay the entire cost of the bridge or will the cost be shared by Multnomah County or the Federal Government?

Thanking you in advance, I am

Sincerely yours,

Omar C. Spencer

RECEIVED
FEB 20 1950
FOR FILING

5-34(1)

3185

1716

February 16, 1950

1681W

Mr. Omar C. Spencer
1410 Yeon Building
Portland 4, Oregon

Dear Mr. Spencer:

With reference to your letter of February 7, following are the pertinent data concerning the Sauvies Island Bridge:

1. The structure was designed by the Bridge Division of the Oregon State Highway Department, which is under the general direction of G. S. Paxson, Bridge Engineer. The design was supervised by Ivan D. Merchant, Chief Designer for the Bridge Division. The actual design was principally the work of C. A. Jordan, Structural Designer. Construction of the structure is under the general supervision of M. Stephenson, Assistant Bridge Engineer, and Albert E. Johnson, as Resident Engineer in charge of the project, assisted by Robert V. Cotton and Henry Steinbrugge.

2. The structure consists of steel trusses across the main channel, with concrete approaches at each end of the steel trusses. The west approach is 272 feet of reinforced concrete viaduct. The central spans consist of three 200-foot steel trusses. The side spans of this central group are deck steel trusses with the deck entirely above the supporting steel work. The central span is a through steel truss. This arrangement is necessary to provide the required vertical clearance over the navigable channel. The east approach consists of 326 feet of reinforced concrete viaduct. The total length of the structure is 1,198 feet. The structure contains 517.5 tons of structural steel and 4,760 cubic yards of concrete. The east approach and the first pier under the steel spans are supported on piling. The other three piers and the west approach are all carried to solid rock.

3. The estimated final cost of the project is: the bridge structure itself, $890,000; the approach roadways including the widening of the Columbia River Highway at the west end, $100,000; and the right of way, $4,100; making a total estimated cost of $994,100. These costs are our best estimates at the present time, but may vary slightly when the job is completed and the final estimate computed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

OSP:gm
cc G. S. Paxson

ASSIGNMENT

No. 1681

[illegible]-50

By [illegible]

Description: Letter from Omar Spencer (2-7-50) asking for certain information for book which he is writing entitled "The Story of Sauvies Island"

Acknowledged by _____ Referred to Paxson

Investigate and report with recommendations
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for Williams signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed ______ Report received ______

Remarks: Don't be modest--give proper credit to you and your Department. WCW

2-16-50
mc

HART, SPENCER, McCULLOCH, ROCKWOOD AND DAVIES
(CAREY AND KERR)
LAW OFFICES
1410 YEON BUILDING

CHARLES A. HART
OMAR C. SPENCER
CHARLES E. McCULLOCH
FLETCHER ROCKWOOD
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
JAMES P. ROGERS
RICHARD DEVERS
FREDERICK H. TORP
GEORGE H. FRASER
WILLIAM W. WYSE
JOHN C. BEATTY, JR.

PORTLAND 4, OREGON

February 7, 1950.

State Highway Commission,
Salem, Oregon.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

NOTE
G.S. PAXSON

Gentlemen:

I am in the process of writing a book to be entitled "The Story of Sauvies Island" which I propose to have printed this year of 1950 about the time the Island bridge is completed. I need a little information for the concluding chapter which will be, "And Now the Bridge!"

(1) Aside from Mr. Baldock your Chief Engineer, please give me the name of your bridge engineer and some man who has had most to do with this bridge job. If you have two subordinate engineers who rank equally in the matter please give me the names of both of them.

Str W. Apr 272' RC Viad
38300 Riv. 600 Steel
E Apr 326 RC Viad
Tot. Str 1198'
Roadway 0.8 miles

(2) What will be the total length of the bridge, broken down to main structure ________ feet and both approaches ________ feet.

517± Tons

(3) How many ton of steel will there be in the bridge?

3760 cy

(4) How many yards of concrete will there be in the approaches?

Str 890,000
Rdwy 100,000
RW 4100

(5) What will be the total cost of the main structure and approaches?

$ add 100

If these figures are not all available I would appreciate having has many as you can give me and they do not need to be exact to the penny; approximation is all that I require.

Yours truly,
Omar C Spencer

RECEIVED
JAN 31 1950
FOR FILING

54(1)

January 30, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Sauvies Island Bridge
F. A. S-54 (1)

Reference is made to your letter of January 26 concerning the Order for State Force Work covering the Portland General Electric Company's costs in moving their power line.

The Portland General Electric Company's power line was on property owned by Robert and Irene Daly and was covered by an easement recorded April 7, 1945, in Ms Deed Book 922, page 18. This matter was taken up with the Portland General Electric Company before construction started on the bridge. I am attaching hereto a copy of a letter from the Portland General Electric Company to the State, signed by Mr. A. B. Cayo, superintendent of distribution, dated December 21, 1948, in which he makes an estimate for the cost of moving the power lines on both the west and east ends of the structure. The line on the east end of the structure is on a county road, and the cost of revision is to be borne by the power company. This was agreed to in a letter from Mr. Cayo to the State dated December 29, 1948, copy of which is attached. I am also attaching copy of a letter, over my signature, to the Portland General Electric Company, dated February 28, 1949, authorizing them to proceed with the work. The work consisted in moving of one pole approximately 6 feet, the furnishing and installing of two high poles 95 and 100 feet in length, and the installation of a third pole 65 feet in length. These installations were necessary in order to provide proper clearances over the bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

Attached

January 26, 1950

Baldock
way Engineer
gon

e Order for State Force Work, dated January 12, recently
for Oregon Project S-54(1), Sauvies Island Bridge, calls
power lines by the owner's forces.

showing should be made that the lines are on private right
that the power company is otherwise entitled to reimburse-
he cost of moving them. Also, copies of the State's agree-
the power company should be furnished before the work can
d. A more complete description of the work should be
., are two poles to be replaced with longer ones, or is
o be moved horizontally?

are holding the order without action pending receipt of
.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JAN 30 1950
[illegible] STATE HIGHWAY COMMISSION
[illegible]

RECEIVED
DEC 23 1949
FOR FILING

S-54(1)

3105

5.0

November 18, 1949

Edna Graff, Secretary
Sauvies Island Grange No. 840
Route 7
Portland 9, Oregon

Dear Miss Graff:

Reference is made to your letter of October 11, 1949, directed to T. H. Banfield, Chairman of the Highway Commission; Frank Shull, Chairman of the Board of County Commissioners, Multnomah County; and to Mr. Arthur J. Farmer, General Manager of the Portland Chamber of Commerce, concerning the dedication of Sauvies Island Bridge when it is completed and opened to traffic.

Mr. Banfield brought his copy of your letter to the attention of the Highway Commission at its meeting last week. The Commission approved your suggestion for appropriate ceremonies to be held at the opening of the structure, but instructed me to call your attention to the fact that the bridge will not be completed for about a year. We will let you know about thirty days before the bridge is completed so you can have sufficient time in which to complete your arrangements.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:fm

cc - Frank L. Shull, Chairman
Board of County Commissioners
Multnomah County
Portland, Oregon

Arthur J. Farmer, General Manager
Portland Chamber of Commerce
Portland, Oregon

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN R. CHANDLER, MEMBER
COOS BAY
CHAS H. REYNOLDS, MEMBER
LA GRANDE

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF T. H. BANFIELD, CHAIRMAN
4784 S. E. 17TH AVENUE
PORTLAND, OREGON

AGENDA
NOV 7 1949

5-0

October 13, 1949

Miss Edna Graff, Secretary
Sauvies Island Grange 840
Route 7
Portland 9, Oregon

Dear Miss Graff:

I have your letter of October 11 in reference to dedication of the Sauvies Island Bridge and listing the committee you have appointed for this event.

NOTED
H. B. GLAISYER

The Commission has not yet received a report from the engineer as to the completion date of this bridge. Consequently, no dedication ceremonies have been discussed. However, I will be glad to bring your letter to the attention of the Commission at our next meeting, and you will be notified if the Commission decides to hold dedication ceremonies when the Sauvies Island Bridge is completed.

estimated date
Oct. 31, 195

Yours very truly,

THB

T. H. BANFIELD
Chairman

THB:eja

cc: Mr. H.B. Glaisyer, Secretary ✓
Oregon State Highway Commission
Salem, Oregon

RECEIVED
OCT 17 1949
OREGON
STATE HIGHWAY COMMISSION

M

Portland, Oregon.
October 11, 1949.

Mr. T. H. Banfield, Chairman,
Oregon State Highway Commission,

Mr. Frank Shull, Chairman,
Board of County Commissioners of
Multnomah County,

Mr. Arthur J. Farmer, General Manager,
Portland Chamber of Commerce,
Portland, Oregon.

Gentlemen:

Now that the Sauvies Island Bridge is under way and is due to be completed about one year from this date, it seems in order that we begin to think of some appropriate celebration upon the opening of the bridge to travel. Accordingly at last night's meeting of the Sauvies Island Grange a resolution was unanimously adopted appointing a committee to work with your bodies in connection with an appropriate celebration covering the opening of the Sauvies Island Bridge. The committee consists of the following persons:

C. L. Stidd, active in community affairs on the Island, Chairman.

Alice Kampfer, born on the Island and a former schoolteacher there.

Elmer Peterson, born on the Island. Past Master of Sauvies Island Grange and present Master Multnomah County-Pomona Grange.

Ella Arnbom, present program director in the Grange.

Frank Patterson, Chairman Sauvies Island Soil Conservation District.

Robert M. Morgan, born on the Island, Past Master of the Grange and great-grandson of early settlors on the Island.

Ann Moar, born on the Island and granddaughter of probably the first white woman to live on the Island.

It was the thought of the Grange last night that a committee such as this would be much better than unorganized and individual efforts of particular persons and that the committee would render great assistance in arranging an appropriate program befitting the historical background and agricultural value of this fertile Island.

Yours truly,

Edna Graf
Secretary, Sauvies Island Grange 840

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OCT 17 1949
OREGON
STATE HIGHWAY COMMISSION

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JUL 13 1949
FOR FILING

T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

S-54(1)

July 8, 1949

Mr. William C. McCulloch
Spalding Building
Portland 4, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. McCulloch:

Your letter addressed to Mr. Paxson, dated July 6, to which you attached a copy of a form of permit granting to the Highway Commission permission to construct a bridge across the dike and right of way of of the Sauvie Island Drainage District, has been handed to me for my attention.

Some of the conditions, burdens, and obligations set out in the form of permit and which, by acceptance of the permit, the Commission is required to assume, are in my opinion beyond the lawful authority of the Highway Commission. For instance, the Highway Commission, in my opinion, is without authority to "indemnify and save harmless Sauvies Island Drainage District, its agents and employes, against any and all suits, actions or claims in any manner resulting from the construction and maintenance of such bridge." I am at a loss to understand the provision against the recording of the instrument as incorporated in the permit, notwithstanding the fact that the permit is made permanent by its terms.

The provision by which the Highway Commission is obligated to "obtain appropriate consents, easements, or permits in writing (needed for the lawful construction and maintenance of such bridge) from the owners of the lands affected hereby" is a burden which, in my opinion, is indefinite and one which I do not think the Commission should undertake. The Commission does not know what properties are affected or what persons should be approached.

This form of permit, as written, I can not recommend to the Commission and, therefore, all work on the project has been stopped.

The Federal Government is interested in this property and I understand the Drainage District is likewise interested and will receive a material benefit as a result of the completion of the project. In view of these circumstances and in view of the fact that the Army

REFERRED TO
Williams
By Chief Engineer

Please see me in regard to this

Mr. William C. McCulloch
Page 2
July 8, 1949

Engineers, I am told, have granted permission for the completion of the project, I respectfully request that you reconsider the form of permit which has been submitted.

Very truly yours,

J. M. DEVERS

JMD:HH

cc - T. H. Banfield
R. H. Baldock
G. S. Paxson

RECEIVED
JUN 22 1949
FOR FILING

S-54(1)

3195

June 20, 1949

City Editor
Oregonian
Oregonian Building
Portland, Oregon

Dear Sir:

Pursuant to a telephone call from Mr. White, I am submitting the following information relative to the Sauvies Island Bridge.

This structure crosses Multnomah Channel, which is the channel separating Sauvies Island from the Oregon mainland at a point near the south or upper end of the island. It will replace the ferry at Burlington, which because of the greater increased traffic to and from the island has become inadequate.

The structure has a total length of 1,195 feet. There is a reinforced concrete viaduct approach 270 feet long connecting with the Lower Columbia River Highway. Across the main channel of the river are three 200-foot steel truss spans, the center span of which is across the navigable channel and provides a vertical clearance of 80 feet above low water and 53 feet above high water. On the east or island end of the bridge is a reinforced concrete viaduct approach 325 feet in length. The west approach spans are so arranged that the Lower Columbia River Highway can be divided and westbound traffic can pass under the approach of the bridge, thus eliminating interference with left-hand-turn traffic coming off the bridge.

The contract for this structure was awarded to the General Construction Company of Portland on February 16, 1949. The contract cost is $815,040.50. With allowances for the moving of power lines, engineering, contingencies and other miscellaneous costs, the total cost for the structure is $896,500.

In addition to the structure, considerable grading for the approaches is necessary, and a contract for this work will be let in the near future. The estimated cost of this approach work is approximately $100,000. The contract on the bridge specifies its completion on or before October 31, 1950. Work was started some time ago on the west approach and on the west river pier, and satisfactory progress is being made.

I trust that this will give you the information which you desire.

Very truly yours,

R. H. Baldock
State Highway Engineer

CHP:gm
cc C. E. Paxson

RECEIVED
APR 6 1949
FOR FILING
5-E4(1)
8105

April 4, 1949

Mr. L. N. Stevens
Western Union Telegraph Company
314 N. W. Glisan Street
Portland, Oregon

Dear Sir:

Under date of May 13, 1947, you submitted estimates totaling $1,183 for the revisions to your telegraph lines at the Sauvies Island Bridge in Multnomah County (S. P. & S. Railway Company M. P. 9.34). This is to authorize you to proceed with the work at your earliest convenience.

It is recognized that the estimates quoted above are a year and a half old and that labor and material costs have changed in this period. Our reimbursement to you will be based upon the actual cost of the work performed in accordance with the scheme outlined in your letter of May 13, 1947.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
ASSISTANT STATE HIGHWAY ENGINEER

GSP:gm
cc G. S. Paxson

RECEIVED
SEP 28 1949
FOR FILING

5-54(1)

3/05

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 30, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

1096 W.

SUBJECT: Our File R 15157

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Reference is made to the right of way being acquired from Frances A. Shields on the Sauvies Island Bridge Section in Multnomah County.

In the settlement with Mrs. Shields no allowance was made for fencing and as a matter of fact it was specifically provided that fences should not be constructed along the right of way boundaries as it was desired to leave the right of way open under the bridge and along the dike for access by cattle between her property lying on both sides of the structure.

Mrs. Shields has just called in stating that there is hazard to her cattle and probably will be some interference with the construction operations during the period of the construction of the bridge and she has requested that some action be taken. In view of the fact that she asked and was allowed only the sum of $5.00 for the right of way and has endeavored to cooperate with us to every extent it is suggested that a fence be placed along the southerly or Portland side of the construction so as to prevent her cattle from roaming on the area on which the bridge contractor is operating. I think that a gate should be left in this fence so that if necessary, at appropriate times, the cattle can be driven to the north side of the right of way to graze that area. Mrs. Shields mentioned something about putting up an electric fence north of the structure at that time and it is possible that an electric fence would serve on the southerly side of the structure.

Very truly yours,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA

6B-30-5

JWD:MA

(In triplicate)

ASSI MENT No. 1096

RIPTION: Mr. DeSouza's letter of 3-30-49 re R/W being acquired from Frances A. Shields on Sauvies Island Bridge Section in Multnomah County

DATE: 4-1-49

ASSIGNED TO: PAXSON

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
XXX Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date_______________

XXX Please advise DeSouza of action taken.

REPORT RECEIVED: ok

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Williams

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APR 1 1949
FOR FILING

S-54(1)

COMMISSIONERS
T. H. [illegible]
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 28, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Re: Sauvies Island Bridge
F. A. No. S-54 (1)

We have run into trouble with the U. S. Engineers concerning that portion of the north approach to the Sauvies Island Bridge which crosses over the dike which surrounds Sauvies Island. This approach is shown on our Drawing 9082, which is a part of the plans for this project.

The U. S. Engineers object to the placement of Bent No. 9 on the back slope of the dike. They are fearful that the columns of this bent will provide a plane of discontinuity in the dike and cause piping along the face of the column during times of high water in the Multnomah channel. After a conference with these engineers they agreed to withdraw their objection provided we change the last three spans of this approach so as to use two 71'-6" spans rather than the continuous 44'-55'-44' series as shown. This change would place the column for the intermediate bent of this series at our station 102+75.0 and keep the columns out of the back slope of the dike. We must go along with them in this as they are in control of the dike.

It is unfortunate that this objection was not raised sooner as our contract has now been let and the contractor had already made the excavation for Bent No. 10, which bent will now be eliminated. The U. S. Engineers, after a public hearing, granted a permit for the structure, and since all of the plans had been submitted to them, we assumed that this permit carried with it approval of the north approach. Apparently, such was not the case.

The change, other than the backfilling of the excavation already made for Bent No. 10, will not materially increase the cost of the project. The U. S. Engineers insist that this excavation be backfilled and tamped prior to the annual June flood in the river, and I am issuing a force account order covering the excavation already done and the backfilling of this hole.

As soon as we have completed the plans for the two-span series they will be submitted to you.

Very truly yours,

O. S. Paxson
Bridge Engineer

OSP:gm
cc W. C. Williams

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MAR 28 1949
FOR FILING

5-54(1)

3105

AGENDA
FEB 28 1949

4-A

February 18, 1949

The Gilpin Construction Company
P. O. Box 440
Portland 10, Oregon

Gentlemen:

Confirming my telegram to you yesterday, the State Highway Commission has on February 17 awarded to you the contract for Sauvies Island Bridge over the Willamette Slough on Gillihan Road in Multnomah County. This award was based on your low bid of $809,440.50 submitted on January 25, 1949.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - H. G. Smith
Goldie Lewis
S. H. Probert
G. S. Paxson
L. R. White, Assistant Commissioner, Indus. Acc. Comm.

gex confirmed

S+C

ERVICE	
eck the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 17, 1949
4:55 p.m.

The Gilpin Construction Company
P. O. Box 3860
Portland 10, Oregon

State Highway Commission awarded you yesterday contract for Sauvies Island Bridge over Willamette Slough Gillihan Road Multnomah County based on your low bid submitted January 25, 1949. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

A NEW CURTIS SERVICE

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MAR 14
FOR FILING
FAS-54(1)

File

March 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans and specifications for the Sauvies Island Bridge, Oregon Project No. FAS-54(1), have been reviewed by our Washington Office, and the following comments and recommendations are furnished for your consideration.

"The upper chord joints of the through truss span are not well stiffened. The use of diaphragm stiffeners connecting the channel webs of the top chord sections at each panel point is recommended. Consideration should also be given to the use of rockers instead of segmental roller rests for all truss expansion bearings. These are both cheaper and better for reactions of the magnitude here involved.

It is further recommended that the fingers of the expansion plates be tapered. Information as to pile loading is also desired."

The matter of providing diaphragms in the compression chord members at the panel points was previously informally discussed with your Bridge Department, and certain diaphragms at the pedestal ends of the end posts were added to meet the requirements of the A.A.S.H.O. specifications. However, the A.A.S.H.O. specifications do not require the diaphragms at other panel points of the chords unless the end tie plates or the perforated bottom plates do not extend within 4 ft. of the intersection of the members. It is desirable to provide these diaphragms for the following reasons:

(a) To reduce wind and eccentricity in the built up members themselves.
(b) To assist in stiffening the built up sections.
(c) To facilitate erection and field riveting by accurately controlling the back to back dimension of the side channels so that they will easily slip over the gusset plates.

Original referred to
Mr. Paxson 3-14-49
by WCW

Accordingly, we suggest that this detail be considered and incorporated in the plans if the status of shop planning and fabrication permits, and that the detail be included in P.S.& E. submissions on future truss projects.

It seems to us that the argument of single large rockers versus roller nests for large expansion shoes is a matter of opinion, economy, and record of maintenance difficulties. We prefer the single large rockers for reasons of economy and lessened maintenance, and use them almost exclusively on our projects. This matter was previously discussed with your Bridge Department in connection with the Sandy River Bridge, Oregon Project No. FI-248(13). At that time Mr. Paxson objected to the change to large rockers on the grounds of the past satisfactory service of roller nests and not being required by the specifications. While both of these objections still exist, we feel that further consideration should be given the matter and the change suggested by our Washington Office accomplished if practicable to do so.

Changing the detail of the large expansion plates from rectangular slots and fingers to tapered ones is a simple revision and does not involve any added cost or shop work. The tapered fingers and slots might be preferable from the standpoint of less interference to the proper functioning of the expansion device from ice, dirt, or debris. Also, it is practically universal bridge design practice to use them. Unless the plates are already fabricated, we suggest that the revision be accomplished.

Furnishing the maximum and minimum pile loads in the pier and bent footings with the segregation into DL + LL, Wind, Long. Force, etc. available from your designer's calculations would also be appreciated.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
MAR 10 [illegible]
FOR FILING

I-54 (1)

3105

March 9, 1949

The Gilpin Construction Co.
4850 N. W. Front Avenue
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3105 which was awarded to you on February 16, 1949 by the State Highway Commission, covering the Sauvies Island Bridge over Willamette Slough on the Gillihan Road, in Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING
FORM
S-54(1)
3105

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 4, 1949

SUBJECT:

To:
G. S. Paxson
Bridge Engineer
Office

Dear Mr. Paxson:

There is one property which is involved in the Sauvies Island project which we do not have, and because of delay in getting necessary information we have not yet been able to file the condemnation action.

Please see that the contractor stays off that property for a few days. The name of the property owner is Roth.

Very truly yours,

J. M. DEVERS

JMD:NH

cc - W. C. Williams

RECEIVED
MAR 7
FOR FILING
FORM E-60X 15M 8-48 22204

S 54(1)

5105

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 4, 1949

SUBJECT:

NOTED
W. C. WILLIAM

To:

Mr. R. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

Dear Sir:

We have a rather serious problem that has developed on the Lower Columbia River Higaway opposite the connection of the Sauvies Island Bridge with this highway. During the recent heavy storm period quite a serious condition developed in the vicinity of our cross culvert at Station 93+68 on the Columbia County Line Portland section. I would refer you to drawing 1B-22-25 part 2 of 2 parts of our map of this section; also to copy of letter dated February 18th from George W. Buck, Roadmaster of Multnomah County.

R. W. Maxmeyer of Route 7, Portland 9, Oregon, has constructed a logging road from the old United Railway right of way up he stream, lying south of the culvert metioned above near Station 93+68, for the purpose of taking out timber above the old United Railway grade. This logging road was constructed in the bottom of a steep ravine right in and along side the stream bed. No provision was made for flood flow of this stream, and in the recent storm period water covered he entire roadbed in places, washing it heavily, bringing a great amount of material over the slope above our road outside of the normal channel of this creek. Due to this logging road construction, water broke out of the normal channel and across the road, which point was east of the stream bed, and broke across the grade of the logging road and the bank above our highway from 50 to 100 feet east of our culvert. Rock and other debris covered the inside half of the pavement and practically took out our entire shoulder, and did other serious damage. We did have a very heavy runoff, and without question our culvert would not have taken the entire flow. However, if it had not been for this diversion of water from the channel and the debris, very little damage would have been done, and the excess water would have run down our ditch line, probably doing minor damage to the shoulder, to culverts below where it crosses under the grade. Our 24 inch culvert at Station 93+68 has been inadequate to take care of the extreme stream flood conditions in this area, and in a number of cases in the past, water has gone down the ditch, as I mentioned before without doing serious damage.

Since this flood condition, Mr. Maxmeyer has replaced his road up the canyon in exactly the same location and condition as it was before, and is now logging again. Another heavy storm will duplicate the condition that we recently experienced, and will again cause us heavy damage.

You will note in the Lucerne sub-division on the west side of Lots 1 and 42, Block 2, a 12 foot width, which is a dedicated street or stream way, the logging road cuts across the corner of Lot 1, and then generally follows the dedicated street way up the creek. This road cuts across the dedicated street shown as Riverview Drive, and then follows down the old United Railway right of way, which is now our right of way. In a general way, Maxmeyer, for the portion of his road above the old United Railway grade, is either using dedicated street area, or has acquired easements from the property owners that he goes through.

It is estimated that damage caused by diversion of the water from this road construction, and the washing out of the road , has damaged us to somewhere between 12^{00} and $1500.00. There is also a very material danger factor from this condition, both from rocks and water on the roadway, and the possibility of a washout of our grade.

It is my recommendation that necessary legal action be taken to correct this condition above our road, by providing an ample channel in the creekbed for flood water, and either removing the roadway or protecting it in such a way that it will not wash down on our highway. I believe we should also take necessary legal action to collect for the damage that this man's operations have already caused us. I am sure that it will take legal action to stop him or cause him to correct the condition mentioned above.

We are making plans for replacement of the 24 inch culvert at Station 93+68 with either a 42 or 48 inch pipe, but this would have no bearing on the damage caused by Maxmeyer's operations.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams ✓
H. G. Smith
H. C. Broadwell
L. R. Chandler

COUNTY OF MULTNOMAH

C
O
P
Y

February 18, 1949

Mr. A. G. Skelton, District Engineer
Oregon State Highway Commission
P. O. Box 4644
Portland 2, Oregon

Dear Sir:-

We have a report from a resident on the old right of way road above the lower Columbia River Highway at the approximate location of your proposed bridge to Sauvies Island, that the water which pours down onto your highway, destroying the shoulders, comes from the main drainage up there that has been blocked by the construction of a logging road across the drainage without providing a culvert. This is not only damaging the highway but it also has cut a section out of their road.

For your information, the logger is R. W. Maxmeyer, Route 7, Portland 9, Oregon. We are not sure just where he lives but believe it is on the Newberry Road where he has been operating a logging outfit.

Respectfully yours,

Geo. W. Buck (Sgd.)

Geo. W. Buck
Roadmaster

GWB/sw

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MAR 2
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S-54(1)

5105

February 28, 1949

Portland General Electric
621 S. W. Alder
Portland 5, Oregon

Attention of Mr. A. B. Gaye

Gentlemen:

This is to authorize you to proceed with the revision of your power lines at the west end of the Sauvie Island Bridge in Multnomah County in accordance with your letter of December 29, 1948 addressed to our Portland Office, attention of Mr. F. T. Young. The State will reimburse you for your actual costs in these line revisions, which you have estimated to be $1,600.

In making this revision, I would ask that your pole on the north side of the west approach be moved farther to the north so that we have 35 feet of clearance from the center line of our structure. If you do not wish to increase the span by this much, we have no objection to your moving the pole, which is shown on the south side of the west approach, nearer to the bridge, but still providing us with 35 feet of horizontal clearance from the center line of our bridge.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson
A. G. Skelton
A. E. Johnson

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COMMISSIONERS
F. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
~~COOS BAY~~

S-54(1)

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 17, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P.O. Box 3900
Portland 8, Oregon

Dear Sir:

I am enclosing four copies each of an encroachment resolution and a maintenance agreement dated January 11, 1949. This resolution and agreement were prepared in connection with Project S-54(1), Sauvies Island Bridge Section, F.A.S. Highway No. 43. The contract has been referred to the State Highway Engineer with power to award.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper J.F.H.
Forrest Cooper
Engineer, County and City Relations

JFH:[illegible]
Encl.

cc: Mr. J. W. Nash

RECEIVED
FOR FILING
OREGON DISTRICT
S-54(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 16, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your telegram of today advising all rights-of-entry are acquired and requesting our concurrence in award of contract for Oregon Project S-54(1), Sauvies Island Bridge, to the Gilpin Construction Company who submitted the low bid.

We herewith concur in award of contract as requested, with the stipulation that the footings of the south approach span be adjusted during construction so as not to interfer with probable ultimate construction of the west-bound traffic lane under this span.

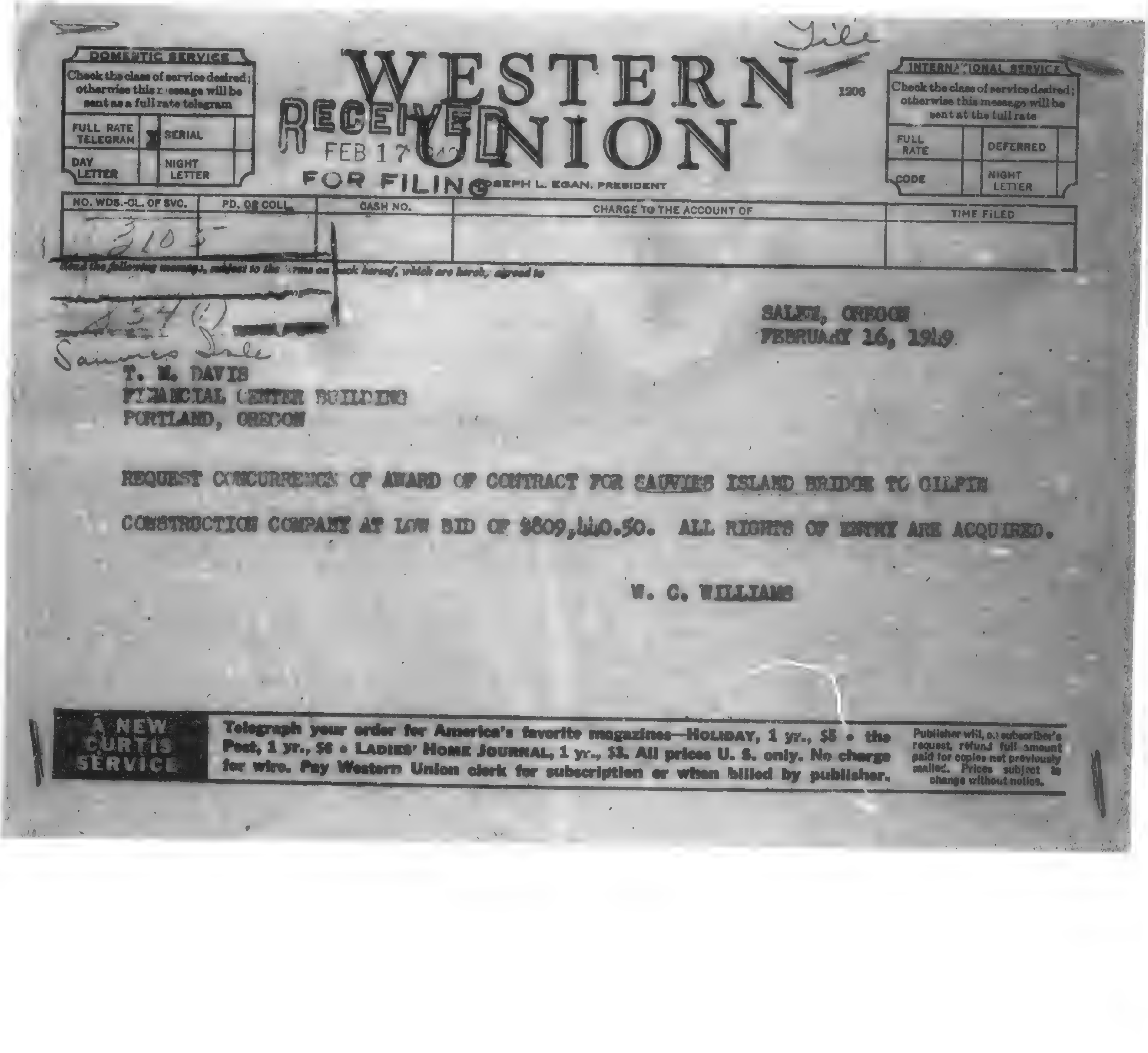
Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

See your letter
of Feb. 4

[illegible] award to [illegible]

RECEIVED
OREGON
STATE HIGHWAY COMMISSION



File

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Check the class of service desired; otherwise this message will be sent as a full rate telegram	
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WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

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CODE ☐	NIGHT LETTER ☐

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3105				

Send the following message, subject to the terms on back hereof, which are hereby agreed to

534 (?)
Sauvies Isle

SALEM, OREGON
FEBRUARY 16, 1949

T. M. DAVIS
FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST CONCURRENCE OF AWARD OF CONTRACT FOR SAUVIES ISLAND BRIDGE TO GILPIN CONSTRUCTION COMPANY AT LOW BID OF $809,440.50. ALL RIGHTS OF ENTRY ARE ACQUIRED.

W. C. WILLIAMS

A NEW CURTIS SERVICE Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher. Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

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OREGON DISTRICT
S-54 (1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that the program change requested for project S-54(1), has been approved effective January 18, 1949.

The current status as approved:

Total Cost	$957,048	
Federal Funds	242,000	(No change)
Mileage	0.370	

(Item 54, Postwar Federal Aid Secondary Highway Program)

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED

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FEB 7 1949
FOR FILING

354 (1)

3.a.5

Sauvies Island

February 4, 1949

Mr. T. W. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We have completed our survey and determined the estimated cost of constructing a westbound traffic lane under the southerly end of the Sauvies Island Bridge, and I enclose herewith two each of a map, profile, and cost estimate of the project.

The estimated cost of this westbound lane is $138,000. We do not believe that traffic requirements now justify the improvement, but it may well be that such improvement may be needed in the future. The construction of the bridge as now planned will in no way interfere with the ultimate construction of this facility, except that it will be necessary to lower the footings of the pier immediately south of the proposed westbound lane to a depth sufficient not to interfere with future construction. This is more or less a minor matter and can be worked out during construction of the bridge.

Inasmuch as the bridge construction will not interfere with the ultimate construction of the westbound facility, we respectfully request your concurrence in the construction of the Sauvies Island Bridge as now designed, together with its presently proposed connection to the existing Columbia River Highway.

There is one right of way parcel yet to be acquired, and upon its acquisition we shall ask for your concurrence in the awarding of the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc: W. C. Williams

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FEB 4 1949
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854 (1)
"
C 3165
Sauvie Island Bridge

Salem, Oregon
February 3, 1949

Mr. G. S. Paxson
Office

Attached is one copy of an agreement between the Spokane, Portland & Seattle Railway Company and the State Highway Commission whereby Company grants easement to state to construct Sauvies Island Bridge over railway company property.

One signed copy of this agreement has been retained in Mr. Glaisyer's office for the Commission's files, and the original has been mailed to the Railway Company.

L. H. Warfield
Staff Engineer

LHW/gd
cc: R. A. Collier

FORM E-30 25M 8-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 2, 1949

SUBJECT:

To: Mr. R.H. Baldock

W. C. WILLIAMS

Herewith I hand you two copies of an agreement between the Spokane, Portland & Seattle Railway Company and the State Highway Commission whereby Company grants easement to state to construct Sauvies Island Bridge over railway company property.

One signed copy of this agreement has been retained in this office for the Commission's files and the original has been mailed to the Railway Company.

Secretary

rn
attach; 2

1 copy to Paxson.

[illegible]

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JAN 20
FOR FILING

5-54(1)

3105

DAILY JOURNAL OF COMMERCE

Wednesday, January 19, 1949

Sauvies Island Span Bid Opening Switched

Salem.—The State Highway Commission has changed the bid opening date on one of the projects included in the openings Monday and Tuesday of next week.

The project to construct the Sauvies Island bridge, a 1200-foot reinforced concrete and steel bridge over the Willamette slough on Gillihan road will be opened on Tuesday instead of Monday as originally scheduled.

This action was taken by the commission to give contractors a little more time to compile figures, particularly on steel.

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FOR FILING

January 19, 1949

Sauvie Island Bridge

State Highway Commission

Re: Sauvies Island Bridge

Gentlemen:

Considerable difficulty is being had in getting quotations from the Eastern steel companies for the structural steel in the Sauvies Island bridge. In order to give more time, they have requested that the bids on this project be opened on Tuesday, January 25, rather than Monday, January 24, as originally scheduled. This will give them the preceding weekend to get their figures together. We are making this change in accordance with the circular letter attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
Attached
cc G. S. Paxson

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JAN 18 1949
FOR FILING

3105
L.54(1)

January 13, 1949

Oregon State Highway Commission

Gentlemen:

We will present, for your consideration, at the next meeting, a form of agreement to be entered into between the State Highway Commission and the Spokane, Portland and Seattle Railway Company, wherein the Railway Company grants to the state an easement to construct the Sauvie Island Bridge across property of the Railway Company.

This agreement is in line with the usual form of agreement covering such easements, and I recommend your approval.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
J. M. Devers

C

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Advert
[illegible]
War Dept - Gen

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1948

SUBJECT:

To: Memorandum for File L 1476 (Sauvies Island Overcrossing)

?,

Hearing on this matter was held in the office of the Public Utilities Commissioner at 11:00 o'clock A. M. on Friday, January 9, 1948, before Mr. David Den, sitting as special examiner.

The Railroad Company was not represented, nor did it make any appearance at the hearing.

The Highway Commission was represented by J. W. DeSouza, and Mr. F. B. Crandall and Mr. O. A. Chase were placed on the stand as witnesses.

Mr. Crandall testified that based upon further studies made after the petition was file, the estimated traffic over the structure as of 1948, if it were opened to traffic, would be 600 vehicles; of this amount 56.7 per cent were estimated to be private automobiles and the balance commercial traffic.

Mr. Chase testified to the effect that the plans for the structure submitted with the petition would be revised in order to conform to requirements of the War Department with respect to the spans across the main channel. The changes, however, would not have any effect on the overcrossing structure over the railroad. Mr. Chase advised that when available, corrected plans would be submitted to the Public Utilities Commissioner.

J. W. DE SOUZA
Assistant Counsel

JWD:avh
cc - W. C. Williams
F. B. Crandall
O. A. Chase
A. G. Skelton

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JAN 12
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TS 54-1

3105

Cross Referenced To:
Const
Projects
Bridges & Tunnels

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Check the class of service desired; otherwise this message will be sent as a full rate telegram

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DAY LETTER | NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

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Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG JAN 11 1949

T H DAVIS

PUBLIC ROADS ADM. 203 FINANCIAL CENTER PORTLAND ORG

WE ARE NOW MAKING INVESTIGATION COST UNDERPASSING WESTBOUND US30 AT SAUVIES ISLAND BRIDGEHEAD. WILL BE SUBMITTED AS SOON AS COMPLETED. WOULD APPRECIATE APPROVAL ADVERTISING JOB AS SUBMITTED.

R H BALDOCK

NOTED
W. C. WILLIAMS

A NEW CURTIS SERVICE
Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.
Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

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OREGON DISTRICT S-54(1)
3105

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 1999
PORTLAND 8, OREGON

January 10, 1949

Sauvies

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-54(1), Sauvies Island Bridge Section of Gillihan Road, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. Inasmuch as the design submitted for this project will permit the adoption of the plan for routing the Columbia River Highway westbound traffic under the structure either now or at a later date, you are authorized to advertise for bids.

Concurrence in award will be withheld pending advice that all right-of-way or rights-of-entry have been obtained and submission of a detailed estimate of the cost of routing the Columbia River Highway westbound traffic under the structure.

Copies of the executed agreement with the railroad and the usual county encroachment resolutions must be submitted prior to the preparation of the project agreement.

When the plans and estimate for construction of the approaches are submitted, it is requested that the radii at the connection with the Columbia River Highway, as well as the beginning of the project, be shown on sheet 2.

The estimate has been corrected to show the code type as X332 and the length of structure as 0.227 mile, extending from Station 91+48 to 103+46.5. Please correct your copies accordingly.

Very truly yours,

T. M. DAVIS
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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S-54(1)
OREGON DISTRICT
3105

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

January 7, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to your letter of January 6th in reply to ours of January 5th regarding the connections between the Columbia River Highway, F. A. Route No. 1 and the Sauvies Island Bridge, Secondary Project S-54(1).

Your attention is called to a conversation between Mr. Hilts and yourself of December 10, 1948 in which we understand you agreed to give further study to the connection with the Columbia River Highway to provide a safer intersection and to make desirable revisions during construction. Apparently no effort has been made to comply.

The first paragraph of your January 6th letter states that time does not permit an exhaustive study as to the actual cost of the alternate plan proposed, however, this project has been on the program for a couple of years while, on the other hand, we were not furnished a sketch of the proposed layout until December 20, 1948 and the actual plans were not received until January 5, 1949, which I believe you will agree does not afford very much time to clear the project for advertising.

We are making every endeavor to clear this project by next Tuesday, however, our action is with the understanding, that an instrument survey and detailed estimate be made of our proposal to route the west bound lane of the Columbia River highway under the first bent of the structure as mentioned in proposition No. 1 in our letter of January 5th. We believe the contractor should not start work at this end of the structure until such survey is completed. Since the cost of this structure is now about $1,000,000, we believe considerable effort is justified to eliminate the traffic hazards.

It occurs to us that Federal Aid funds might be used for the Columbia River Highway work, in fact, there may be some inhibition against using Federal Aid Secondary funds on the Federal Aid System.

Will you please advise at your early convenience as to whether the survey requested will be made.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JAN [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 7 -
FOR FILING

S-54(1)
[illegible]
[illegible]

January 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the Sauvies Island Bridge Section, Project No. S-54 (1).

The programmed cost for this project was set up prior to the survey determining the location of the structure. This, together with the increase in construction costs, has resulted in the large overrun in cost.

The variation in length of the project, likewise, was due to programming prior to completion of the survey and design of the structure.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/gs

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

January 5, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to sketch map showing the proposed lanes at the southern end of the Sauvies Island Bridge project for the handling of traffic on the Columbia River Highway and cross traffic from the bridge.

In view of the 700 ADT on the proposed bridge, the crossing at grade is of course not desirable if means of eliminating it at a reasonable cost is available. With this in mind, we have made such investigations as possible to determine what measures were feasible toward separating traffic. There appears to be two methods which would accomplish the desired results, and they are as follows:

1. Beginning at about Station 83 relocate the west-bound traffic lane of the Columbia River Highway and continue along the side hill to pass under the first bent of the bridge about 25 feet below the grade of the present travelled highway and continue along the side hill between the S.P.& S. Railway and the present highway beyond the summit (Station 98) to a connection at about Station 105. This will, of course, require the construction of considerable retaining wall but would eliminate most of the cross traffic.

2. Shift the proposed bridge back to about Station 87 without change in grades or elevation, lengthening the end bent to about 60 feet and adding a similar span. This would place the deck of the structure about 20 feet above the grade of the Columbia River Highway and make it possible to provide connections thereto at a nominal expense. This treatment would be similar to the south approach to the St. Johns Bridge. This would still require a movement of part of the secondary highway across the Columbia River Highway though storage lanes could be provided and the layout would have less hazard than the method now proposed.

We have no estimate as to the cost of such changes but a rough guess would be that Plan No. 1 would probably require $85,000 additional and Plan No. 2 would increase the cost some $30,000.

RECEIVED
JAN 6 [illegible]
OREGON
STATE HIGHWAY COMMISSION

While we have not as yet received the P.S.& E. documents covering this work, we understand they will be submitted in the near future and the above is called to your attention for your study and reply without waiting for the P.S.& E.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

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354(1)

2105

[illegible]

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WESTERN UNION

(50)

JOSEPH L. EGAN
PRESIDENT

1201

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PRA165 22 COLLECT=WASHINGTON DC 10 518P=

W C WILLIAMS= 6

STATE HIGHWAY DEPT

1948 DEC 10 PM 2 56

MR. ERICKSON PRA BRIDGE ENGINEER WILL CLEAR OUR DESIGN SAUVIES ISLAND BRIDGE WITH LYNCH TODAY FOR ADVERTISING DECEMBER 20. PROCEED ACCORDINGLY=

R H BALDOCK=

NOTE
W. C. WILLIAMS

PRA 20=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

12-10-48

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

12-9-48

12-7-48

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE			
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CODE		NIGHT LETTER	

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Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG DEC 9 1948

R. H. Baldock
STATLER HOTEL WASHINGTON D.C.

PORTLAND OFFICE PRA REFERRING SAUVIES ISLAND BRIDGE BACK TO WASHINGTON OFFICE. PRA PLAN FOR BRIDGE INCREASES OUR COST $150,000 MAKING TOTAL ESTIMATED COST OF PROJECT $850,000. ORIGINAL AMOUNT SET UP FOR PROJECT $400,000. SUGGEST YOU SEE MR. MACDONALD.

W C. WILLIAMS

A NEW CURTIS SERVICE Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher. Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

12-9-48

12-7-48

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE

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WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

SYMBOLS

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..PRA160 27 NL COLLECT=ID WASHINGTON DC 7=

=W C WILLIAMS=
STATE HIGHWAY DEPT SM=

NOTED
W. C. WILLIAMS

:IF UNABLE TO ADVENTURE SAURIES ISLAND BRIDGE ON PRESENT DESIGN OR OTHER PROBLEM DEVELOPS MAKING IT ADVISABLE FOR ME TO SEE MCDONALD ADVISE ME BY WIRE=

:R H BALDOCK=..

12-7-48

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
DEC 8 1948
FOR FILING

8254 (1)

Island

December 6, 1948

Mr. R. W. Nahstoll
Attorney at Law
805 Equitable Building
Portland 4, Oregon

Dear Sir:

Your letter of November 26, 1948, to Mr. Broadwell, has been referred to me for answering.

Inasmuch as we need fill material for the Sauvies Island Bridge approaches, we propose to widen back into River View Drive, so that the residences will have the same access as at present, but we do not recognize that the property owners have any rights to travel the old United Railroad roadbed. This and other property in the vicinity was acquired for rights of way for the Columbia River Highway, and, although we have and will permit it to be used temporarily for their access, we wish it distinctly understood that we are not waiving our right to use it for highway purposes when necessary.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. A. G. Skelton

December 2, 1948

Sauvies Island Bridge
F.A.S.-54(1)

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of November 29 with comments on the type of structure submitted for the Sauvies Island project.

Our Drawing No. 9082 shows the anticipated foundation material as determined by wash borings. The foundations of the west approach are carried to rock where this is at a reasonable depth and beyond this point piles are used. At Pier No. 2 the overburden is shallow and the pier will be founded on rock. Beyond Pier No. 2 the stream bed is sand to an unknown depth and piles will be used. The height of the piers has been taken into account in the pier design.

We agree with you that the sketch sent us (your Drawing G-62-48)is preferable from the esthetic standpoint. A type quite similar was considered in our preliminary study. It was abandoned because of excess cost. We have not made any design based on your sketch but from comparisons with other projects which have been studied your proposed design would cost about $150,000 more than the design we have submitted. It would also require at least 375 tons more structural steel than our design. Structural steel is hard to get.

The connection with the Columbia River Highway is rather difficult. The highway cannot be moved to the west because of the topography. We are, however providing an extra lane along the east side of the highway to allow traffic from Portland to decelerate before turning onto the bridge. This lane is supported by the retaining walls shown on the layout sheet.

When this project was programmed its estimated cost, including approaches, was about $400,000. Cost increases have raised this to more than $700,000. There are no additional federal aid funds available and the increased cost must be covered by state funds. We feel that we are committed to the building of a bridge to Sauvies Island, but we do not have an additional $190,000 to put into the project.

We ask your reconsideration of this matter with approval of our plan, if at all possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. G. S. Paxson

FORM E-30X 10M 6-48 29489

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 29, 1948

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith letter dated November 26th and addressed to the attention of Mr. Broadwell from Mr. R. W. Nahstoll of Eben & Jones, Attorneys at Law, of Portland, Oregon. Mr. Nahstoll requests that he be advised that residents in the Lucerne Sub-Division will not be prejudiced in their ingress and egress by our widening of the Lower Columbia River Highway in connection with the construction of the Sauvies Island Bridge.

Plans for the east approach to the Sauvies Island Bridge call for widening the Columbia River Highway to provide for a left turn lane on to the bridge. Our slope will extend back into the old railroad grade, which is now being used as a travel way for the people living in the Lucerne sub-division. It is planned to widen the grade back into the River View Drive, so these people can ingress and egress the same as at present.

While there does not appear to be any question about taking care of these people, there is some question in my mind as to our legal responsibility in the matter, and I thought it might be advisable for this letter to be answered from your office.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: H. C. Broadwell

EBEN & JONES
ATTORNEYS AT LAW

MAURICE N. EBEN
ARTHUR D. JONES
R. W. NAHSTOLL

PORTLAND 4, OREGON
805 EQUITABLE BLDG.
TELEPHONE: ATWATER 7291

November 26, 1948

Oregon State Highway Department
9200 S. E. McLaughlin Blvd.
Portland, Oregon

Att: Mr. Broadwell

Re: Sauvies Island Bridge
Ingress and egress to Lucerne

Gentlemen:

Mr. Lansing Stout of the Multnomah County Land Office has advised me today that on the basis of conferences held with Mr. Broadwell and a representative of the State Highway Department legal office, that it is now assured that residents in Lucerne will not be prejudiced in their ingress and egress to their properties by your work on the widening of the Lower Columbia River Highway and the construction of your contemplated Sauvies Island Bridge. Will you be kind enough to confirm this fact to me by letter.

Yours very truly,

RW Nahstoll

R. W. Nahstoll

RWN.f

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3105
Sauvie Island

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1948

SUBJECT: Files M/O 1109
M/O 1218

To: Memorandum to Files

On Wednesday morning, November 24th, I talked to Mr. Stout of the Multnomah County Land Office and Mr. George Buck, County Engineer, with reference to the United Railroad and Schamoni properties on the Lower Columbia River Highway, in the vicinity of Lucerne.

Mr. Stout agreed to have the County execute deeds reconveying the two properties to the State of Oregon, by and through its State Highway Commission, without payment of consideration. This is a matter that may take a month or two to complete.

On Friday morning I 'phoned Mr. A. G. Skelton, Division Engineer of Portland, advising him of the situation so that plans for construction of connections with the Sauvies Island Project will not be delayed.

J. M. DEVERS
By JWD
J. W. DeSOUZA
Assistant Counsel

JWD:MA

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OCT 1
FOR FILING

854-(1)

3/05

October 14, 1948

Mr. Omar C. Spencer
1410 Yeon Building
Portland 4, Oregon

Dear Mr. Spencer:

I have your letter of October 12 regarding the Sauvies Island Bridge.

In so far as I know, all of the technicalities on this project have been straightened out. We have the permit from the U. S. Engineers and an order from the Public Utilities Commissioner. The delay in the award of the contract for the work is now due entirely to the great amount of work which we have had to get out within the last two years.

As you will remember, we were forced to make a major change in the plans to meet the navigation requirements as brought out in the hearing before the District Engineer. These changes now have been practically completed, and we hope to have the project advertised for a meeting of the Highway Commission in December. At least we will certainly have it ready by the time of the meeting in January.

I am well aware of the need for the structure and assure you that I will expedite the project as much as practicable.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

AS[illegible]MENT No. [illegible]

DESCRIPTION: Letter 10-12-48 from Omar C. Spencer re Sauvies Island Bridge

DATE: 10-13-48 ASSIGNED TO: PAXSON

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☒ Please prepare reply for my signature
☐ Assignment executed Date____________

☐ ______________________________

REPORT RECEIVED: 10-15-48 L

REMARKS:

OREGON STATE HIGHWAY COMMISSION

HART, SPENCER, McCULLOCH AND ROCKWOOD
(CAREY AND KERR)
LAW OFFICES
1410 YEON BUILDING

CHARLES A. HART
OMAR C. SPENCER
CHARLES E. McCULLOCH
FLETCHER ROCKWOOD
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
JAMES P. ROGERS
RICHARD DEVERS
FREDERICK H. TORP
GEORGE H. FRASER

PORTLAND 4, OREGON

October 12, 1948.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

REFERRED TO
Paxson
By Chief Engineer
Please prepare
an answer.

Dear Sir:

Re: Sauvies Island Bridge

I write this letter as the owner of a 750 acre dairy and livestock farm on Sauvies Island, and for the purpose of emphasizing the great public need for the Sauvies Island bridge.

As I understand the matter, Federal authority for clearances, etc. has been secured and there are no insuperable objections to the bridge. I am not advised of the relationship between the Board of County Commissioners of Multnomah County and the State Highway Commission as to the details of building the bridge, except that I have understood that the State Highway Commission has engineered the bridge and has planned to do the work of construction for the County. However, that may be, the fact remains that this body of agricultural land located in Columbia and Multnomah Counties does need this bridge and needs it badly. In order that you may have a picture of the agricultural development of the Island I am attaching hereto a copy of the report of the Sauvies Island Soil Conservation District, as required by law, to the State Soil Conservation Commission during the year 1947. The only difference between the facts as developed in this report and at the present time is that the production of agricultural products is somewhat larger than in 1947.

Ferry service to this Island is as good as can be expected considering the fact that it is used by great numbers of heavy trucks and semi-trailers for moving dairy,

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RECEIVED
OCT 13 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

beef and agricultural products from the Island. During the 1948 flood inhabitants of the Island found themselves in a desperate situation in moving off people, livestock, machinery and personal effects. The ferry working night and day gave wonderful service but with its approaches flooded so that it had to operate on its own power without the cable over a round-trip route possibly half a mile it is obvious that there were long lines of waiting traffic. The result was that many of us had to move larger herds of livestock by means of sawdust barges propelled by steamboat - rather than by trucks. While these flood waters do not occur every year yet they come all too often and from the standpoint of risk and danger to life and property there is great need for a bridge to be built as soon as reasonably possible.

The people of this Island have waited a long time for a bridge, running into more than one generation. We do hope that nothing short of an emergency situation will interfere with the beginning of construction within the near future.

Yours very truly,

Omar C. Spencer

RECEIVED
MAR 24 1948
FOR FILING

8-5401

2-3105

March 22, 1948

Mr. Dallas E. Nollsch, Adjutant
Sauvies Island Post No. 154
The American Legion
Route 7, Box 114-D
Portland 9, Oregon

Dear Mr. Nollsch:

I have your letter of March 16 concerning the Sauvies Island Bridge.

We now have our permit from the United States Engineers for this construction, which, I believe, clears up the last legal obstacle. We have not been able to make the designs for the structure until we had received this approval from the U. S. Engineers.

We are very shorthanded and have a large program of work to get out. We have, however, advanced this project in priority, and will do the best we can to expedite the preparation of the design. We certainly hope to have it under contract some time during this summer.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc Senator Wayne L. Morse
Senate Office Building
Washington 25, D. C.

G. S. Paxson

G.S. PAXSON

SAUVIES ISLAND POST No.
THE AMERICAN LEGION
Route 7, Portland 9, Oregon

SAUVIES ISLAND POST No. 154
THE AMERICAN LEGION
Route ~~18~~ Portland 9, Oregon
Route 7, Box 114-D
Portland 9, Oregon

March 16, 1948

Mr. R. H. Baldock
Oregon State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Paxson

Please prepare answer, with copy for Sen. Morse

Dear Sir:

Sauvies Island Post No. 154, American Legion, is still very much interested in the proposed Sauvies Island Bridge. As we have not heard of recent developments, we would appreciate your bringing us up to date on the matter.

Our mutual friend, Honorable Senator Wayne L. Morse, has suggested that this organization keep in contact with your department regarding this matter. In our most recent communication from the Senator, he has expressed his interest also in the bridge.

We sincerely hope that there will be some concrete evidence of bridge construction before too long.

Sincerely yours,

Dallas E. Nollsch
Dallas E. Nollsch
Adjutant

RECEIVED
MAR 18 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
MAR 18 1948
OREGON
STATE HIGHWAY COMMISSION

Meetings, 1st and 3rd Mondays - Sauvies Island School

RECEIVED
MAY 19 1948
FOR FILING

854 (1)

3105

#521 A

May 17, 1948

Mr. Robert M. Morgan
7917 S. E. 32 Avenue
Portland 2, Oregon

Dear Sir:

Reference is made to your letter of May 11 concerning the Sauvies Island Bridge.

We have received approval from the U. S. Engineers and from the Public Utilities Commissioner for this structure and expect to award a contract as soon as we are able to get the plans and specifications ready. We are very short-handed but are making every effort to expedite this project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP GM
cc G. S. Paxson

ASSIGNMENT

No. 528
WCW

DESCRIPTION: Let. 5/11/48 from Robert W. Morgan, Portland, re information on Sauvies Island bridge.

DATE: 5/17/48 ASSIGNED TO: PAXSON

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________
☐ ______________________________

REPORT RECEIVED: 5-18-48-

REMARKS:

ROBERT M. MORGAN
7917 S.E. 32nd Ave
Portland 2. Oregon

May 11 - 1948

State Highway Dept.
Salem, Oregon

RECEIVED
MAY 17 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

attent. Mr. Baldock, chief Eng.

Gentlemen:

As a property owner on Sauvies Island, Multnomah County, Oregon, I have been attracted, with obvious interest, to unconfirmed reports which I have had concerning the early building of the Sauvies Island bridge.

I assume that you and your office can immediately provide me with interesting information concerning plans for this project, which is so all-important to the property owners of the vast acreage of land to be benefited by this improvement.

Any information you can send me concerning the above will be greatly appreciated.

Yours truly

Robert M. Morgan

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

S-546

3105

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1220

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

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FILING

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA141 GOVT NL PD=SN WASHINGTON DC 17

R H BALDOCK=

1948 FEB 17 PM 3 41

=OREGON STATE HIGHWAY ENGINEER

=THE SAUVIES ISLAND POST OF THE AMERICAN LEGION HAS COMMUNICATED WITH ME CONCERNING THEIR INTEREST IN THE CONSTRUCTION OF A BRIDGE ACROSS THE MULTNOMAH CHANNEL TO CONNECT SAUVIES ISLAND WITH THE MAINLAND. I UNDERSTAND THAT THE BOARD OF ARMY ENGINEERS HAS GIVEN ITS APPROVAL THUS PROVIDING A CLEARANCE FOR THE PROJECT AND THAT NOW IT IS A QUESTION OF ALLOCATION OF HIGHWAY FUNDS. I BELIEVE THAT DALLAS E NOLLSCH ADJUTANT OF THE POST WILL COMMUNICATE WITH YOU AND I SHALL BE VERY GRATEFUL IF YOU WILL DISCUSS THE MATTER WITH HIM. REGARDS=

=WAYNE MORSE USS=

[illegible]

sept letters

NOTED
State Highway Engineer

WANT A BOY? Call WESTERN UNION
ERRAND SERVICE

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JAN 19 1948
FOR FILING

S-5(1)

Const
Permits
Bridges

January 13, 1948

4350

Board of County Commissioners
Multnomah County
Portland 4, Oregon

Attention of Mr. F. L. Shull

Gentlemen:

Reference is made to your letter of January 12 concerning the status of the proposed Sauvies Island Bridge.

We made an application to the U. S. Engineers for permit to cross the Multnomah Channel and later submitted a revised application giving horizontal and vertical clearances which would satisfy the navigation interests. This revised application does not necessitate the use of a movable span. The application was forwarded from the Portland office to the Chief of Engineers some time in November, and I understand that there was a favorable recommendation from the Portland office. We talked to the U. S. Engineers a few days ago and they said they had heard nothing from it but expected to received favorable action very shortly.

We have also made application to the Public Utilities Commissioner for a permit to overcross the Northern Pacific Railway with this bridge. The hearing was held on the matter last Friday and no objection was raised to the crossing. We will undoubtedly receive the P.U.C. permit.

We have not yet made the detailed design for this structure as we are waiting until we are sure that no further objection will be raised by navigation interests. We hope, however, to let a contract for the bridge some time this summer.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

GSP GM
cc G. S. Paxson

COUNTY OF MULTNOMAH
OFFICE OF THE
BOARD OF COUNTY COMMISSIONERS
PORTLAND 4, OREGON

COMMISSIONERS
F. L. SHULL
TOM H. WEST
ALAN BROWN

NOTED
G.S.PAXTON

January 12, 1948

Oregon State Highway Commission
Salem
Oregon

Attention, Mr. Glen Paxton

Gentlemen:

We would like to have the latest information in regard to constructiom of the bridge to Sauvies Island. We understood that at the meeting held here some months ago there was objection on the part of certain steamship people. However, the matter was later discussed with the Federal engineer in Washington, and it was our understanding that they would approve the plans submitted by the Highway Commission.

Could you let us know whether they have done this ; and, if they have not yet submitted their findings, when you think they will be received? In other words, we should like to have such information as is available as to the probable time of letting the contract for construction of the bridge. If you can give us this we shall appreciate it.

Yours truly,

BOARD OF COUNTY COMMISSIONERS

By F L Shull

FLS AI

RECEIVED
JAN 13 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

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JAN 7
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3540
3105
Sauvies Island

January 6, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Cross Referenced To:
Project
Bridges & Tunnels

Dear Sir:

Reference is made to your letter of January 5, requesting consideration of the desirability of eliminating cross traffic at the approach to the proposed Sauvies Island bridge. Time does not permit to make an exhaustive study as to the actual cost of alternate plans proposed, but preliminary studies do indicate that either plan is quite expensive. Plan No. 1 is, we consider, preferable, if anything were done, as we could provide for westbound traffic on the Columbia River Highway to go under the bridge end and thus not conflict with left turn movements. This plan, however, is very expensive, and we question if your estimate of $85,000 is sufficient, as it would require a tremendous amount of heavy retaining wall.

Plan No. 2 would not eliminate cross traffic, and we do not believe that any great expense would be justified to obtain a condition similar to the St. John's bridge approach. The St. John's approach is, in my opinion, more hazardous than a left-turn movement wherein a refuge is provided.

Summing up the above, I would state that, if anything were done, it would be Plan No. 1, and we just do not have the money at this time to consider the additional expense entailed. We question whether the traffic on the bridge will justify such expense in the foreseeable future, but if it should become necessary at some future date, the westbound lane for the Columbia River Highway can always be constructed. There is nothing in the existing plan that would prevent a future improvement.

We have been, for many months, besieged by all the various organizations of Sauvies Island, the residents of Sauvies Island, the Multnomah County Court, Senator Wayne Morse, and others, to get the Sauvies Island Bridge underway. We are now ready to do so, and ask your favorable consideration of the plan as now prepared and authority to advertise for the calling of bids at the January 25-26 meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

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3105

Cross Referenced To
Const
Projects
Bridges

October 9, 1947

4350

Sauvie Island Br

Dallas E. Nollsch, Adjutant
Suavies Island Post No. 154
The American Legion
Route 13
Portland 9, Oregon

Dear Sir:

We are unable, at this time, to give you any definite information relative to when construction may start on the Suavies Island Bridge.

We had funds available in the amount of $400,000.00 for the construction of this bridge which was based on the original estimate. Sometime after the State made application to the War Department for approval to construct the bridge we were advised that it would be necessary to provide 175 feet of horizontal clearance for river navigation and to design the piers in such a manner that the structure could be converted into a lift span at some future time. This work would increase the estimated cost to $496,000.00 with the possibility that a very heavy expenditure in addition would be required in the future to construct the lift spans if they were so requested.

We are now conferring with the Army Engineers to see if there is any possibility of eliminating the necessity of maintaining the channel as a deep-water channel so that a structure could be constructed with the funds available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

SAUVIES ISLAND POST No. 154
THE AMERICAN LEGION
Route 13, Portland 9, Oregon

October 4, 1947

State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

Sauvies Island Post #154 being consisted of young progressive farmers are still very much interested in a bridge to the mainland. It is not our intention to become a nuisance, but we would appreciate any word as to the possibility of when this work will be started.

For your information, we have observed many times log rafts tied on each side of the channel closing the navigable waters to substantially less than 250 feet.

Yours very truly,

Dallas E. Nollsch
Dallas E. Nollsch
Adjutant

Williams
Plans
[illegible]

RECEIVED
OCT 8 1947
OREGON
STATE HIGHWAY COMMISSION

Meetings, 1st and 3rd Mondays - Sauvies Island School

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FOR FILING

3105
X-5-4-1

Cross Referenced To
Corr.
~~Projects~~
Bridges

September 24, 1947

#4350

The District Engineer
War Department
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Sauvies Island Bridge

Reference is made to your letter of July 3, 1947 concerning clearances for navigation under the proposed bridge across the Multnomah Channel connecting the mainland with Sauvies Island. Attached hereto are the original tracing and four prints of a revised sheet number 2 which we ask that you substitute for sheet number 2 now in your files. You will note that we have provided a horizontal clearance of 175 feet under the main span of the structure.

We have carefully studied the feasibility of locating the proposed structure far enough downstream so that it would be below the limits of the authorized Federal ship channel. Because of the topography on the west or mainland side of the channel, the next practicable site below the one on which this application is made is at Rocky Point. Approximately 90 per cent of the travel originating on Sauvies Island is destined to or from Portland. A structure located at Rocky Point would necessitate a highway route so circuitous as to be of very little public benefit. The additional distance travelled by the average traffic movement between Portland and Sauvies Island would be increased approximately 10 miles. The existing ferry at Burlington, which this structure is to replace, would, in fact, serve traffic better than a bridge built at Rocky Point.

While this section of Multnomah Channel is within the limits of an authorized Federal ship channel, no use of this portion of the channel has been made by navigation other than towboats and log rafts for many years. From our investigation it appears that the only use made of this channel by shipping requiring more clearance than would be provided by the proposed structure occurred while the sawmill was in operation a short distance downstream from the bridge site. This sawmill was abandoned many years ago, and there are no plans of ever re-establishing a mill in this area. Multnomah Channel cannot be considered as an alternate route for deep water shipping in passing from Portland to the Lower Columbia River.

The middle section of this channel is shallow and so obstructed by rock reefs that its improvement to permit navigation over its entire length is not feasible.

The practicability of including a drawspan in this project has been investigated. Our estimated additional cost for a drawspan is $189,000. This additional investment, together with the continuing operating costs of a drawspan and the additional maintenance involved, makes the entire project unfeasible. The residents of Sauvies Island have waited many years for an adequate connection to the mainland. We feel that the traffic to and from Sauvies Island warrants such a connection. From our investigation we do not feel that the structure, as now proposed, will in any way handicap navigation which might use Multnomah Channel. We would ask your favorable consideration of this amended application for a permit to build this bridge.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

Attached
GSP GM
cc G. S. Paxson
W. C. McCulloch
Spalding Building
Portland 4, Oregon

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SEP 3 1947
FOR FILING

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3105

Cross Referenced to
Const
[illegible]
Bridges

September 2, 1947

F. L. Shull
County Commissioner
Multnomah County
Portland 4, Oregon

Dear Sir:

Reference is made to your letter of August 26, relative to the proposed changes which may be necessary in the design for the Suavies Island Bridge. There is a development now that may change the picture of this setup. Mr. W. C. McCullough, attorney for the Suavies Island Drainage District, is leaving, so I understand, for Washington, D. C., about September 4, and while there he hopes to confer with certain officials who might take some action towards closing the channel at the bridge site as a deep-water channel. If this could be effected it would eliminate the possibility of a draw span at some later date.

I suggest that we defer a discussion of this matter until we have some information relative to Mr. McCullough's contacts at Washington.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

FORM B-181X 800 4-47

RECEIVED
SEP 5 1947
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

854 (1)

3105

September 2, 1947

Mr. W. C. McCulloch
1016 Spalding Building
Portland 4, Oregon

Dear Sir:

Re: Sauvies Island Bridge

The War Department requirement of a drawspan at the Sauvies Island Bridge was referred to Multnomah County some time ago, since the obligation to convert the structure into a drawspan would fall upon them. They have asked for a conference with us and we are suggesting that this be postponed until after you have investigated the possibility of modifying the limits of the approved channel project. It would be appreciated if you would let us know what you find out at the earliest possible date.

Very truly yours,

G. S. Paxson
Bridge Engineer

NOTED
State Highway Engineer

GSP GM
cc W. C. Williams

COUNTY OF MULTNOMAH
OFFICE OF THE
BOARD OF COUNTY COMMISSIONERS
PORTLAND 4, OREGON

COMMISSIONERS
F. L. SHULL
TOM H. WEST
ALAN BROWN

August 26, 1947

State Highway Commission
Salem
Oregon

Attention, Mr. R. H. Baldock,
State Highway Commission

Gentlemen:

This refers to your letter of August 20, 1947, from which we understand that the Federal District Engineer has indicated that the piers for the proposed Sauvies Island Bridge should be so designed that the span may be converted into a verticle lift if and when actual navigation requires additional verticle clearance.

We understand that you are willing to change the design accordingly but that the county will be obligated to assume any additional expense that would be incurred should it be necessary to convert the bridge into a verticle lift at a later date.

We should like to discuss this matter with you at your early convenience, and suggest that a meeting with our board be arranged. At that time we should like to have you give us some idea as to what the additional cost would be in the event that the type of bridge were changed at a later date.

Yours truly,
BOARD OF COUNTY COMMISSIONERS
By F. L. Shull

FLS AI

W.C. McCull[illegible]
[illegible]

RECEIVED
AUG 27 1947
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 25M 3-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1947

SUBJECT: Sauvies Island Bridge

To: Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Sir:

The federal aid secondary program names an item of $400,000 for a bridge connecting the Lower Columbia River Highway to Sauvies Island. We designed a structure providing approximately 145 feet of horizontal clearance and 80 feet of vertical clearance over the navigable channel. A hearing was held before the District Engineer, U. S. E. D., subsequent to which he advised us that the horizontal clearances must be increased to 175 feet and that there was considerable question as to the location of the structure since it crossed a navigable channel which was included in a federal project.

At a conference with Colonel Walsh a few days ago, he indicated that he would recommend the project for approval by the chief of engineers provided we would give the 175 feet of horizontal clearance and would design the piers so that the structure could be converted into a lift span at some future time, should navigation require more vertical clearance than the 80 feet provided by the fixed spans. Our original estimate on the structure, which was submitted at the hearing, was $396,000, which, with 10 percent added for engineering and contingencies, amounts to $435,000. To provide the additional horizontal clearance increases this cost by $19,000 to a total of $415,000, which, with percentages added, amounts to $456,500. To provide piers for a lift span and to make such alterations in the approach steel spans as would permit the conversion of the main span to a lift bridge will cost an additional $36,000, making the total estimated net cost of the structure $451,000, which with percentages amounts to $496,000.

Should we accept a permit under these conditions, there is a possible obligation on the part of Multnomah County to make the conversion of the main span at some future time. We have written the county calling this to their attention and asking their advice. Should they approve of this arrangement, we are still faced with an increased cost over the programmed amount of $96,000.

I am calling this to your attention in view of the shortage of money available to complete the federal aid program.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM

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FOR FILING

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August 20, 1947

Board of County Commissioners
Multnomah County Courthouse
Portland, Oregon

Gentlemen:

Some time ago, a hearing before the District Engineer of the U. S. Engineers was held to determine the clearances of the Sauvies Island bridge. At this hearing we proposed a deck girder type of structure which gave a horizontal clearance of approximately 148 feet and a vertical clearance of 80 feet above 0 water. Objections were raised by the operators of towboats, and the District Engineer has now indicated that a horizontal clearance of 175 feet is considered necessary and that, since this bridge crosses an authorized ship channel, the piers should be so designed that the span across the main channel may be converted into a vertical lift, if and when actual navigation requires additional vertical clearance. By changing the type of design, we can meet these requirements.

The Sauvies Island Bridge is a Federal Aid Secondary Project, and upon its completion will be turned over to the county as a part of the county road system. Any obligation to convert this span into a drawspan at some future time would rest with the county. Before proceeding further, the matter should receive your consideration, and we should have advice as to whether you think it advisable to incur this possible future obligation.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP CH
cc G. S. Paxson

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3105T

July 16, 1947

The District Engineer
Portland District
War Department
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Sauvies Island Bridge No. 2641

Reference is made to your letter of July 3 concerning location, type, and clearances for the proposed bridge across the Multnomah Channel to Sauvies Island.

The location of this bridge, as submitted with our application, was chosen after a study of the entire length of the channel from the upper end of Sauvies Island to the site of the existing ferry at Burlington. This location is the only feasible one for a high-level bridge. At this point the Columbia River Highway climbs over a rock point, reaching an elevation which permits us to cross the channel without adverse grade. Further north toward Burlington, the Columbia River Highway is farther from the Multnomah Channel and at a much lower elevation. The construction of a high-level bridge at any other site would require a long and expensive approach to gain the elevation necessary to clear the channel and would give adverse grade on both approaches, causing inconvenience and added operation cost to all traffic using the structure.

The proposed location fits the traffic needs. Practically all of the traffic to or from Sauvies Island originates in or is destined to Portland. With the bridge at the south or upstream end of the island, no extra distance is travelled by any of the traffic. If a bridge were to be built farther downstream, all of the island traffic, from or to points on the island upstream from the bridge, would have an extra distance to travel, causing extra cost on every trip.

In our preliminary investigation of this project we gave consideration to a low-level bridge with a drawspan. The Multnomah Channel is rather deep, and the stream bed is soft sand and muck. Piers for a drawbridge would be unusually expensive. These piers and the high cost of drawspan superstructure and operating machinery would bring the cost of the structure beyond the funds available. A drawspan also requires a continuous staff of operators at a cost which is out of proportion to benefits derived.

We regret that local towboat operators are insisting upon the additional horizontal clearance. The increase in this clearance will make it necessary to change the type of bridge used, and will result in a structure which is more expensive and which we do not consider as good as the one proposed. We can, however, do this, and we are making up a new layout sheet for the structure which we would like to take up with you before we proceed with the detailed plans.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

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AGENDA
MAR 25 1947

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EXTRACT FROM THE MINUTES OF THE MARCH 24 and 25, 1947

MEETING OF THE STATE HIGHWAY COMMISSION

The Engineer reported that the plans for the proposed bridge across the Willamette Slough from the Lower Columbia River Highway to Sauvies Island, in Multnomah County, are completed. He requested authority to present the plans to the U. S. War Department for approval, that being required before a contract for construction of the structure can be awarded. The Commission approved the request by unanimous vote.

Cross Referenced To
Coast
Projects
Bridges + Tunnels

STATE OF OREGON)
) ss
County of Marion)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the foregoing copy of the part of the minutes of the Oregon State Highway Commission, relating to the request for authority to present the plans of the proposed bridge over Willamette Slough from the Lower Columbia River Highway to Sauvies Island, Multnomah County, to the United States War Department for its approval, as the same appears in the minutes of March 24 and 25, 1947, entered in Volume XXXI of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original and that the same is a true and correct copy of the said portion of said minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-seventh day of March, 1947.

H B Glaisyer
Secretary
OREGON STATE HIGHWAY COMMISSION

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AGENDA
MAR 24 1947

5-e

FORM E-30 25M 3-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6, 1947

SUBJECT:

To:

Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

One of the jobs on the three-year postwar program is the construction of a bridge over Willamette Slough to Sauvies Island in Multnomah County. This is a bridge over navigable water and we must make an application for permission to construct the bridge to the U. S. Army Engineers. As a part of the data to go with this application, we will need six certified copies of an excerpt from the minutes of the Highway Commission authorising the application.

Will you please bring the matter before the commission and then prepare the certified copies of the minutes for us.

Yours very truly,

G. S. Paxson

G. S. Paxson
Bridge Engineer

CAG:bw

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M

REPORT

OF

SAUVIE ISLAND

SOIL CONSERVATION DISTRICT

1947

REPORT
OF
SAUVIE ISLAND
SOIL CONSERVATION DISTRICT
1947

Supervisors and Officers

Omar C. Spencer — Supervisor and Chairman
Frank Patterson — Supervisor and Treasurer
Earl Nichols — Supervisor in charge of equipment
J. B. Galloway — Supervisor
Elmer Peterson — Supervisor
A. N. Scritsmier — Secretary

Personnel of Soil Conservation Service

Kirby E. Brumfield	Work Unit Conservationist
William J. Norris	Civil Engineer
G. Ben Stocks	Engineering Aid
Tom G. Davis	Engineering Aid
Bob R. Lonzway	Conservationist Aid
Evelyn S. Bernet	Clerk - Stenographer

Preface

In compliance with the Oregon Statute (1) under which Sauvie Island Conservation District was organized, and its agreement with the United States Department of Agriculture, (2) both providing for an annual report, there is submitted herewith a review of the accomplishments of the Soil Conservation District up to December 31, 1946.

This report marks an important step in the history of the Soil Conservation District for the reason that every farm within it is now covered by a written farm plan. (3) It is believed that this 100% participation by farm owners within a period of three years is something of a record in Oregon, if not in the United States.

In view of that fact this report will be broader in scope than an ordinary annual report and will contain such information and be published with sufficient copies so that it may have wide distribution and be understood by all persons who may be interested in soil conservation.

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(1) Oregon Soil Conservation District Law, Sections 109-301 to 314, Oregon Compiled Laws Annotated, subject to later amendments.

(2) United States Soil Conservation Service Law, April 27, 1935, 49 Stat. 163, subject to later amendments.

(3) A farm plan is a voluntary outline made by each farm owner showing his proposed land use for at least five years.

Location and History

As its names implies, the Soil Conservation District is located on Sauvie Island. The Island, comprising approximately 30,000 acres of land and lakes, lies within the State of Oregon and is bounded by the waters of the Columbia and Willamette Rivers. Nature has favored the Island in its location at the confluence of the Columbia and Willamette, and for that reason it possesses a rich alluvial soil generally referred to as Sauvie silt, which is not to be found elsewhere in the United States. Moreover, its location on two great rivers has marked it for favorable comment from the time when white men first came to the Northwest.

Thus it was that over 100 years ago Hudson's Bay Company, which needed food as well as furs, chose it as the site for one of its dairy establishments and the man placed in charge was Laurent Sauve, from whom the Island takes its name.

With the settlement of the boundary line in 1846 between the United States and Great Britain, Hudson's Bay Company had to go and the Island quickly attracted American farmers. But, since these lands were subject to an annual overflow from freshet waters, they continued to be wild lands with wild pastures and used in dairy and livestock production. This use of most of the Island continued until 1921 when land owners representing 1564 acres organized Columbia Drainage District (4) and constructed a levee for the purpose of keeping freshet waters from overflowing the land. So, too, in 1941, and as a result of the Federal Flood Control Act of 1936, (5) Sauvie Island Drainage District was organized and 12,013 acres were also enclosed within a levee. The result was that with 13,577 acres lying within the two drainage districts and free from an annual overflow, new and improved uses of the land became possible.

With this historical development, the natural result was the organization of the Soil Conservation District, which was completed on February 15, 1944. As first organized this area consisted of 13,636 acres. During the year 1946 the petition of 20 property owners was approved and their lands, consisting of 4,173 acres, were accepted as an addition. This gave a total of 17, 809 acres in the Soil Conservation District which is devoted for the most part to dairy and live stock production with considerable truck and vegetable crops, a turkey farm and a large nursery business.

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(4) Oregon Drainage District Law, Sections 123-101 to 154, Oregon Compiled Laws Annotated, subject to later amendments.

(5) Act of June 22, 1936, 49 Stat. 1570, subject to later amendments.

As Headquarters for the Soil Conservation District an office is maintained under the following arrangement:

A tract was leased by the District and a portable office was supplied by the Soil Conservation Service. This serves as headquarters for the personnel of the Soil Conservation Service and as a meeting place for the Supervisors of the District. The office is centrally located within the District, thus making it convenient for land owners who may want information or technical assistance with respect to their farm planning.

Meetings

Under the Soil Conservation District Law annual meetings of land owners are required and these were held in 1945 and in 1946. Representatives from the Soil Conservation Service and also from the State Conservation Committee of Oregon have attended these meetings and have participated in the programs. The meetings have been well attended by land owners and their families.

The Board of Supervisors of the Soil Conservation District consists of five land owners, two of whom are appointed by the State Conservation Committee and three are elected by the land owners. Regular monthly meetings of the Board have been held since the date of its organization. Representatives of the Soil Conservation Service have attended each meeting. Land owners, tenants and representatives from the two Drainage Districts operating within the boundaries of the Soil Conservation District have been invited to attend and discuss their own problems. During the year 1946 the County Agent from the Extension Service has also attended various meetings and has been invited to attend all meetings.

Farm Plans

A basic requirement of Soil Conservation District is that a land owner must have a farm plan indicating how he proposes to use his land for at least five years, before he may secure the technical advice and assistance which is available. As indicated above, every farm within the Soil Conservation District is now covered by a farm plan, the total number being 95. This result has come about through (a) hard work on the part of representatives of the Soil Conservation Service in helping farmers prepare their farm plans, (b) conferences by the Supervisors of the Soil Conservation District with uninformed or reluctant farm owners or operators and (c) real appreciation by farm owners and farm operators in increasing numbers, of the benefits to them from soil conservation practices. The Soil Conservation District is pleased with this record of 100% farm planning because it indicates a degree of farmer co-operation not often attained.

The fact is that a Soil Conservation District furnishes an excellent medium for farmer unity. The soil knows no race, creed or politics.

Ditches and Drains

Of the total acreage within the Soil Conservation District aggregating 17,809 acres, 13,577 acres lie within the two Drainage Districts and 4,232 acres are outside.

Agreements consisting of overall plans have been signed between the Soil Conservation District and the two Drainage Districts. The work done under these agreements consists of new drainage canals and the rehabilitating, enlarging and extending of existing canal systems for the purpose of draining the lands within the respective Drainage Districts. Work toward the construction of main canals for Sauvie Island Drainage District is nearing completion. Work on canals in Columbia Drainage District has consisted of cleaning and straightening, and it was agreed that this work should be done before any farm drains would be installed. A dragline on loan from the Soil Conservation Service has been assigned to work on the main canals of Columbia Drainage District. The Soil Conservation District has been furnishing grass seed with which to plant the ditch banks on Drainage District canals.

The main canals mentioned above, which have been or are being constructed by the Drainage Districts, serve the purpose of draining land below an elevation of 5 feet as well as outlets for farm drainage for lands above 5 feet. A large amount of technical engineering assistance has been furnished by the Soil Conservation Service to the Soil Conservation District for Drainage Districts and individual farm ditches.

A summary of the work done and percent of completion to date is as follows:

Drainage District canals—31.4 miles—88% completed
Drainage District spoil bank distributions—40 miles—100% completed.
Farm ditches and drains—26.9 miles completed
Farm ditch spoil bank distributions—25.8 miles completed.

The work planned for 1947 on Drainage District canals aggregates 3.4 miles.

Work planned during the same year on farm ditches and drains aggregates 11.6 miles.

Little has been accomplished thus far toward tile drains, but it is believed that this form of drainage will come more and more into use for the purpose of helping carry off accumulations of water caused by heavy rains.

Land Clearing

The prevailing growth of timber or brush on lands within the Soil Conservation District consists of cottonwood, willows, and smaller brush. Clearing of the larger trees has been accomplished by means of tractors and bulldozers except in some instances cottonwoods have also required preliminary blasting. 775 acres of land have been cleared by use of tractors and bulldozers. Some areas with growths of willows upwards of 18 feet high have been cleared by being plowed under with a heavy brush plow mulled by a crawler tractor; 1041 acres of willows have been cleared in this manner. The willows are plowed under about 10 to 12 inches deep and left for two or three seasons before the ground is again plowed. This permits them to rot and the soil can then be farmed in rotation. In the meantime land of this character may be cropped where light cultivation only is required.

Land Use

Field soil surveys have been made covering all lands lying within the boundaries of the two Drainage Districts and are now planned for land not included within these districts. These surveys show soils, types, slopes and degree of erosion charted on aerial photographs. These photographs are used for determining the capability and best land use of different soils on each farm.

With construction of canals, farm ditches and drains, which of necessity had to be the initial objective in the Soil Conservation District, more time and effort is now being given to better land use. In other words, much of the land within the District had originally been overflowed annually and was therefore wild land with wild pasture. With the construction of levees by the Drainage Districts, followed by the organization of the Soil Conservation District, these lands are now capable of what might be called domestic uses. It has taken time to bring this about, but much progress is being made. At annual and monthly meetings subjects are discussed, such as preparation of seed beds for legumes and grasses, rotation grazing and clipping of pastures, building up soil, fertilization through commercial or natural fertilizer, and all questions having to do with efficient land use.

The Work Unit Conservationist is placing greater emphasis on cover crops in lake beds, which are now being used for the production of vegetable crops. It has been found that lake bottoms which are highly productive in the first instance soon lose that productiveness unless organic matter and crops producing nitrogen are added.

Cover crops fit readily into the system of crop rotation. They provide protective cover when the surface soil would normally be bare between the succession of crops. Green plants are plowed under in order to add vegetable matter to the soil which in turn forms humus. Crop residues are being returned to the soil to add organic matter and humus.

Lands not properly termed lake beds are being put to better use by legume and pasture planting. The growing of grain on the same land each year is being eliminated. Some of the pasture plantings made during the spring of 1946 have included combinations of lotus major and meadow foxtail or alta fescue or English rye grass. These plantings have established good stands. One planting of approximately 300 acres was made of subterranean clover and alta fescue. While this is in a dormant stage indications are that it will survive the winter in excellent manner.

Farmers within the Soil Conservation District are becoming more familiar with the nature and need of commercial fertilizer, but considerable remains to be done in that respect. Field trials and fertilizer plots will be necessary to determine the amount of fertilizer required for specific crops and the Board of Supervisors of the Soil Conservation District is planning to arrange such trials. Both the County Extension and the Soil Conservation Service have indicated that they plan to assist with such trials during the coming year.

The major soil and water practices in the use of land are listed below:

Practices	Acres Established in 1946	Acres Established to date
Cover Crop	246	897
Individual Farm Drains	485	2,845
Crop Residue Management	1,194	7,121
Approved Crop Rotation	879	3,364
Application of Fertilizer	90	133
Seeding Grasses and Legumes	480	1,392
Noxious Plant Control	328	6,527

The Soil Conservation District will also sponsor during the coming year trials in legume and grass plantings and a tract of about 5 acres has been offered by a land owner for that purpose. The Work Unit Conservationist and the County Agent have agreed to give active help in such trials.

The following is an estimate of production for 1946 resulting from improved land use within the District:

5,000 tons of milk
3,000 tons of grain
2,500 tons of potatoes
2,000 tons of cabbage and cucumbers
700 tons of green peas

500	tons of sweet corn
100	tons of cantelopes
1,000	head of beef cattle
15,000	turkeys
4,000,000	nursery trees

Erosion

Generally speaking, lands within the Soil Conservation District are comparatively level and therefore not subject to the character of erosion found on hilly uplands, but damaging erosion does occur even though it may be of a character peculiar to lowlands.

In the first place, the process of breaking up sod on wild meadows, and draining waters through farm ditches of a higher level to the main ditches, carries off considerable soil. In other words, this land cuts and washes easily until sod crops of improved quality can be reestablished. This problem is being met by the erection of so-called drop-structures, where there is a drop or fall of water from one ditch to another.

A second cause of erosion is the destruction resulting from wild life consisting of wild ducks and geese. Pastures newly seeded with legumes and grasses will survive small pools of water caused from time to time by hard rains but they cannot survive the ravages of wild ducks and wild geese which are attracted by the water and dig up the soil. This not only destroys sod crops but prevents their growing followed by erosion.

A still further source of erosion to the lands within the Soil Conservation District is directly attributable to the fact that these lands border on the Columbia and Willamette Rivers. The high waters in these rivers, combined with the high speed of modern steamships navigating them, have caused and are causing real losses in these valuable lands. The waves or swells from passing steamships pound against the banks causing erosion and loss of valuable acres each year. Prevention of this can only come from the Federal Government and it is hoped that protection may be afforded against this most serious cause of erosion in the near future.

Irrigation

The necessity for irrigation on lands within the Soil Conservation District does not come from any lack of water. There is either too much water or it comes at the wrong time. Lake beds require drainage and heavy rains in the fall, winter and spring are of no great use. Lands within the District are highly productive if land and water can be combined with sunshine and this the farmers within the Soil Conservation District are undertaking to bring about. The general system of bringing irrigation water to the land is somewhat unique. Drainage canals and ditches carry off excess water during the winter and the same canals and ditches have been so constructed that through the means of fresh water inlets a supply of water for irrigation can be brought in close proximity to the land where it can be pumped out and put to use through overhead sprinkling systems or surface irrigation.

Equipment

Under the working agreement between the Soil Conservation Service and the Soil Conservation District heavy equipment or equipment not ordinarily owned or obtainable by an individual farmer is, where available, loaned by the Service to the District. Under the agreement the costs of moving such equipment to the District must be paid by it and such equipment must be kept in good repair. The agreement also contains a schedule of rates under which the equipment may be rented to any land owner including either of the Drainage Districts, where a farm plan or working agreement has been executed. The rental rates fixed in the agreement are designed to cover reasonable costs of maintenance and depreciation. The District retains all rentals so collected, and from that source and that source alone it has built up a net worth as will be seen by the financial statement at the end of this report of $8650.79. The District has no power of taxation.

The following is a list of equipment on loan to the District:

Terracer, caterpillar No. 1
Shovel, power dragline 1 cu. yd.
Shovel, power dragline, ½ cu. yd.
Tractor, International TD-18, with cable lift attachments
Tractor, Cletrac "25"
3 Plows, brush, heavy "20"
3 Waterstage Recorders
Current meter
V-Ditcher double wing, No. 4 Wright
Drill, grain, fluted feed, 6′ row space, 9″, with grass seeder and fertilizer attachments.
Concrete mixer, 1 cu. yd.
2 Packers, land, 8 ft. McCormick-Deering

The following is a list of equipment which the District has been able to purchase out of funds accumulated from rentals of loaned equipment:

Carryall—6 yd.
Bulldozer blade—8 ft.
Breaker Plow
Dump truck
Post hole digger
Weed burner
Leveler, tumblebug
Paint Gun

The Soil Conservation District has arranged with a land owner and a mechanic for a shop to be built and leased to the mechanic, where equipment on loan to the District or owned by it can be repaired, and where land owners can also secure repair work on farm machinery at reasonable cost. The shop is located immediately adjacent to the District Office, and the advantage of this arrangement is obvious, namely, that a capable mechanic is close at hand when needed.

Extra Curricular Activity

The duties and responsibilities of the Board of Supervisors of the Soil Conservation District are prescribed by the Oregon Soil Conservation District Law (Sections 109-301 to 109-314 as amended, Oregon Compiled Laws Annotated). Primarily, those duties relate to better land use within the district. There are opportunities, however, wherein a Board of Supervisors may serve over and above the particular land use problems of their own district.

As pointed out above, the lands of 20 owners adjoining the original boundaries of the Soil Conservation District have been admitted to full participation in all the benefits to be derived by the District. In order for land owners of that addition to participate more fully in the work of the Soil Conservation District, its Board of Supervisors invited two land owners to attend all board meetings of the Soil Conservation District as representative of the land owners in the new addition. This was done with the result that a better understanding was reached between the various property owners in the different parts of the Soil Conservation District.

During the year 1945 the subject of soil conservation was made a section of the Oregon Reclamation Congress, and the Chairman of the Board of Supervisors of the Soil Conservation District was elected as Chairman of the section. At the annual meeting of the Oregon Reclamation Congress held in Albany, Oregon, during 1946, one entire day was devoted to the Soil Conservation Section of the Congress, and the Chairman of the Soil Conservation District was the presiding officer for the day. Supervisors or representatives from 12 Conservation Districts in the State of Oregon attended the meeting and reported on various activities in the respective districts. The round-table discussion was vigorous and informative.

Superviors of the Soil Conservation District have been called on for information and advice by farmers of the neighborhood communities, particularly Scappoose, Oregon, and Rainier, Oregon, as to results observed and steps required in order to organize a Conservation District.

The Supervisors acknowledge with appreciation that at one of their regular monthly meetings held during the year 1946 they were visited by Supervisors of South Wasco District. It is believed that an interchange of experiences and ideas was mutually beneficial to both Districts.

Supervisors are also grateful to J. H. Christ, Regional Conservationist, for a visit at one of their regular monthly meetings. Mr. Christ's region consists of the States of Washington, Idaho, Oregon, Nevada, California and Hawaiian Islands, and he gave much interesting and valuable information as to Soil Conservation work in general.

During the year 1946 the Soil Conservation District sponsored a community auction sale of surplus farm machinery. Generally speaking, this machinery was in good condition, but because of changed and improved practices within the Soil Conservation District it was no longer needed by the individual owners. All such machinery was assembled at a central location in the District, an auctioneer was employed, and the sale brought approximately $2500 to the individual farmer owners, resulting in machinery being made available to many farmers in or out of the District who could use it.

4-H Soil Conservation Club

During the year 12 local farm boys formed a 4-H Soil Conservation Club. This was done under the leadership of the local Work Unit Conservationist. This group of boys is taught soil conservation by the principal of the local grade school. It is their plan to assist with conservation practices on their own home farms.

Co-Operation of Other Agencies

It would seem hardly necessary to state that most valuable help and co-operation has been given the Soil Conservation District by the Soil Conservation Service of the United States Department of Agriculture. Of course the primary purpose of the Soil Conservation District under the laws of Oregon is to enable farmers to make better uses of their land and to that end secure the valuable service offered by the Department of Agriculture through its Soil Conservation Service. Technical assistance not obtained elsewhere has been furnished to the Soil Conservation District, and too much cannot be said in order to emphasize that fact.

The Triple A Program has also been helpful in assisting to carry the burden of changing land from a state of nature and wild grasses to a state of cultivation and domesticated crops.

Acknowledgment should also be made to the County Agent of Multnomah County, Oregon, for his co-operation and help.

It might be thought that there is considerable overlapping in the functions of the Soil Conservation Service, acting through Soil Conservation Districts, the Triple A Program, and the County Agent and Extension Service. They have all come to emphasize soil conservation and to that extent it may be that their objectives coincide. However, if their programs or procedures do not conflict and they work in cooperation with each other, then all the more good can be accomplished toward a common goal. The Soil Conservation District is happy to report that insofar as this District is concerned there is complete co-operation between the Soil Conservation Service, the Triple A Committee, and the County Agent.

In Memoriam

It is with regret that the Soil Conservation District includes in this report the announcement of the death of Louis Minoggie, whose large farm was located in the addition to the Soil Conservation District admitted during the year 1946, and who was President of Columbia Drainage District. He occupied various positions in the dairy industry, among which was President of Dairy Co-operative Association. He was vitally interested in co-operation, both in the dairy industry and in the use of land through the medium of the Soil Conservation District. He was always willing to help in any neighborhood or co-operative effort. His death, which occurred on January 9th, 1947, was a distinct loss to his community and to his state.

Conclusion

A location map, illustrations and financial statements as of December 31, 1946, are attached hereto. In bringing this report to a close it is believed that land owners within the District will find satisfaction in their accomplishments towards better and improved use of their lands, and that others, not familiar with soil conservation, will have a better understanding of its importance and the procedures by which it may be attained.

SAUVIE ISLAND SOIL CONSERVATION DISTRICT
By order of its Board of Supervisors.

Portland, Oregon,
February 13, 1947.

The Supervisors of
Sauvie Island Soil Conservation District
Spaulding Building,
Portland, Oregon.

Gentlemen:

In accordance with the instructions of your secretary, Mr. A. N. Scritsmier, we have examined the accounting records of Sauvie Island Soil Conservation District for the period from February 1, 1946 to December 31, 1946.

We are presenting the following statements which reflect the financial condition at the close of its fiscal year and its operations during the year ended December 31, 1946.

Exhibit A — Balance Sheet as at December 31, 1946.
Exhibit B — Statement of Cash Receipts and Disbursements for period ending December 31, 1946.
Exhibit C — Statement of Income and Expenditure for period ending December 31, 1946.

COMMENTS

During the year the activities of the district were considerably increased which is reflected in the statements. The statement of cash receipts and disbursements shows all cash received and disbursed in the period including money paid for new equipment which is now shown as fixed asssets.

On account of the fact that money in the amount of $7,913.00 was received in advance from those expecting to have services performed or for rental of equipment it was necessary to show in the balance sheet as accounts receivable the amount of unpaid services rendered and at the same time to show as deposits from members the unused portion of the advance payments received by the district.

In the third one of the statements, exhibit C, is set out the income and expense of operations in the district including service rendered and not paid for during the year and including expenses incurred although not paid for during the year. In this statement no reference is made to new equipment purchased but only expense for rental and repair of equipment.

Respectfully submitted.
C. T. KRONENBERG Certified Public Accountant.

SAUVIE ISLAND SOIL CONSERVATION DISTRICT

BALANCE SHEET as at DECEMBER 31, 1946

ASSETS

CURRENT		
Cash on hand	$ 111.50	
Cash in bank	6,137.90	
Accounts receivable—rental	2,309.84	
Accounts receivable—state	1.15	$ 8,560.39
FIXED		
Carryall	3,612.25	
Tumblebug	60.00	
Tractor Post Hole Digger	210.11	
Brush plow	55.00	
Paint Gun	30.67	
Weed burner	22.25	
Dump Truck — no cost		
Dozer Blade	995.92	4,986.20
		$ 13,546.59

LIABILITIES AND NET WORTH

CURRENT		
Accounts payable — equipment & supplies	1,703.80	
Deposits from members	3,192.00	4,895.80
NET WORTH		
Excess of Assets over liabilities		8,650.79
		$ 13,546.59

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS FOR PERIOD ENDING DECEMBER 31, 1946

RECEIPTS

Rental—S.C.S. 1 yd. Bay City Dragline—Replacement & Operation	$ 3,269.72	
Rental—S.C.S. 1 yd. Bay City Dragline—Repair Account	2,055.03	
Rental—S.C.S. ½-yd. Michigan Dragline—Replacement & Operation	2,901.44	
Rental—S.C.S. ½-yd. Michigan Dragline—Repair Account	1,882.43	
Rental—S.C.S. T.D. 18 Tractor—Replacement & Operation	1,397.96	
Rental—S.C.S. T. D. 18 Tractor—Repair Account	703.30	
Rental—District Dozer Blade	352.25	
Rental—District Truck	310.20	
Rental—S.C.S. No. 25 Cletrac	188.55	
Rental—S.C.S. Brush Plows	103.90	
Rental—District Brush Plows	300.95	
Rental—S.C.S. V-Ditcher	.50	
Rental—S.C.S. Terracer	34.30	
Rental—S.C.S. Drill	76.80	
Rental—S.C.S. Culterpacker	40.20	
Rental—S.C.S. Cement Mixer	3.40	
Rental—District Post Hole Digger	24.10	
Rental—District ⅛-yd. dragline	1,778.50	
Rental—Reimbursement from State budget	109.75	
Rental—Advances from members	7,913.00	
Total Receipts		23,446.28
BALANCE—Cash on hand February 1, 1946		7,508.17
Total Cash Available		30,954.45

DISBURSEMENTS

S.C.S. 1-yd. Bay City Dragline—Replacement & Operation	3,049.43	
S.C.S. 1-yd. Bay City Dragline—Repairs	3,252.97	
S.C.S. ½-yd. Michigan Dragline—Replacement & Operation	1,846.46	
S.C.S. ½-yd. Michigan Dragline—Repairs	2,880.95	
S.C.S. T.D. 18 Tractor—Replacement & Operation	1,215.72	
S.C.S. T.D. 18 Tractor—Repairs	527.81	
District Dozer Blade—cost	995.92	
District Truck	311.38	
S.C.S. No. 25 Cletrac Tractor	475.91	
Motorpetrol	102.59	
S.C.S. Brush Plows	185.34	
District Brush Plows	283.81	
S.C.S. V-Ditcher	1.00	
S.C.S. Terracer	2.00	
S.C.S. Drill	39.49	
S.C.S. Culterpacker	8.44	
S.C.S. Cement Mixer	8.00	
District Tumblebug—cost	60.00	
District Paint Gun—cost	30.67	
Carryall—cost	3,612.25	
District post hole digger	212.61	
District weed burner—cost	22.25	
District ⅛-yd. dragline	2,943.10	
Building & tool expense	246.44	
Miscellaneous & Office expense	329.12	
Office expense to be paid by State	95.90	
State Industrial Accident Commission	197.18	
Supplies	1,768.31	24,705.05
BALANCE—Cash in bank December 31, 1946	6,137.90	
Cash on hand December 31, 1946	11.50	6,249.40

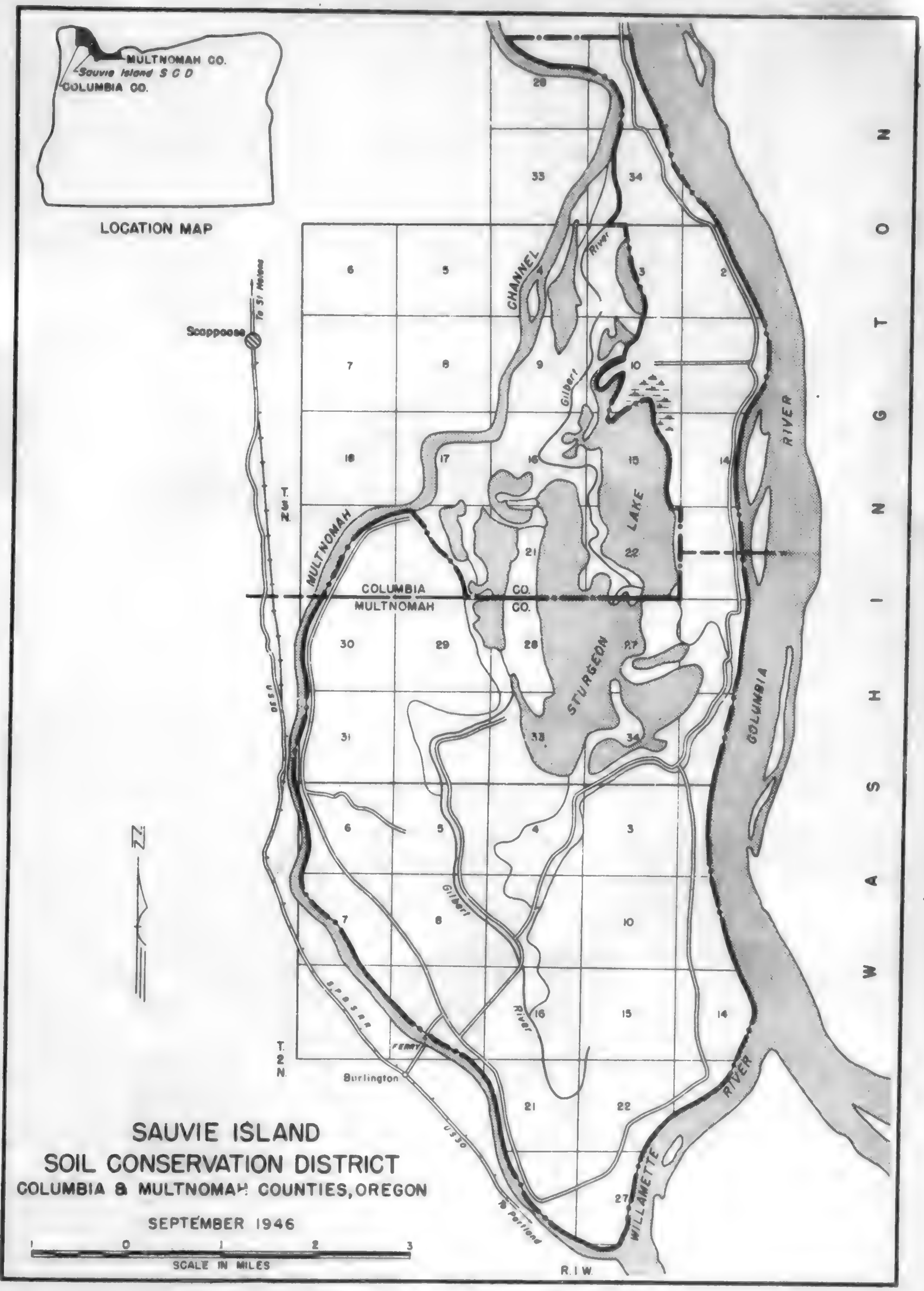
SAUVIE ISLAND SOIL CONSERVATION DISTRICT
STATEMENT OF INCOME AND EXPENDITURE FOR PERIOD ENDING DECEMBER 31, 1946

INCOME

S.C.S. Bay City Dragline–Replacement & Operation	$ 6,137.72
S.C.S. Bay City Dragline–Repairs	2,055.03
S.C.S. Michigan Dragline–Replacement & Operation	4,627.44
S.C.S. Michigan Dragline–Repairs	1,882.43
S.C.S. T. D. 18 Tractor–Replacement & Operation	2,173.80
S.C.S. T. D. 18 Tractor–Repair Account	703.30
District Dozer Blade	352.25
District Truck	401.40
S.C.S. No. 25 Cletrac	345.55
S.C.S. Brush Plow	161.60
District Brush Plow	300.95
S.C.S. V-Ditcher	.50
S.C.S. Terracer	49.30
S.C.S. Drill	78.60
S.C.S. Culterpacker	41.20
S.C.S. Cement Mixer	3.40
District Post Hole Digger	24.10
District Dragline	3,108.30
Carryall	7.50
Total Income	$ 22,454.37

EXPENSES

S.C.S. Bay City Dragline–Replacement & Operation	3,471.83
S.C.S. Bay City Dragline–Repairs	3,336.53
S.C.S. Michigan Dragline–Replacement & Operation	2,126.36
S.C.S. Michigan Dragline–Repairs	3,054.58
T. D. 18 Tractor–Replacement & Operation	1,413.52
T. D. Tractor–Repairs	625.30
District Truck	396.98
S.C.S. No. 25 Cletrac	496.16
Motorpetrol	102.59
S.C.S. Brush Plows	185.34
District Brush Plows	286.81
S.C.S. V-Ditcher	1.00
District Carryall	5.75
S.C.S. Terracer	2.00
S.C.S. Drill	39.49
S.C.S. Culterpacker	8.44
S.C.S. Cement Mixer	8.00
District post hole digger	23.90
District Dragline	2,943.10
Building & tools expense	254.38
Miscellaneous & Office expense	329.12
State Industrial Accident Commission	235.40
Supplies	1,154.80
	$ 20,501.38
EXCESS OF INCOME OVER EXPENSE	$ 1,952.99



SAUVIE ISLAND SOIL CONSERVATION DISTRICT

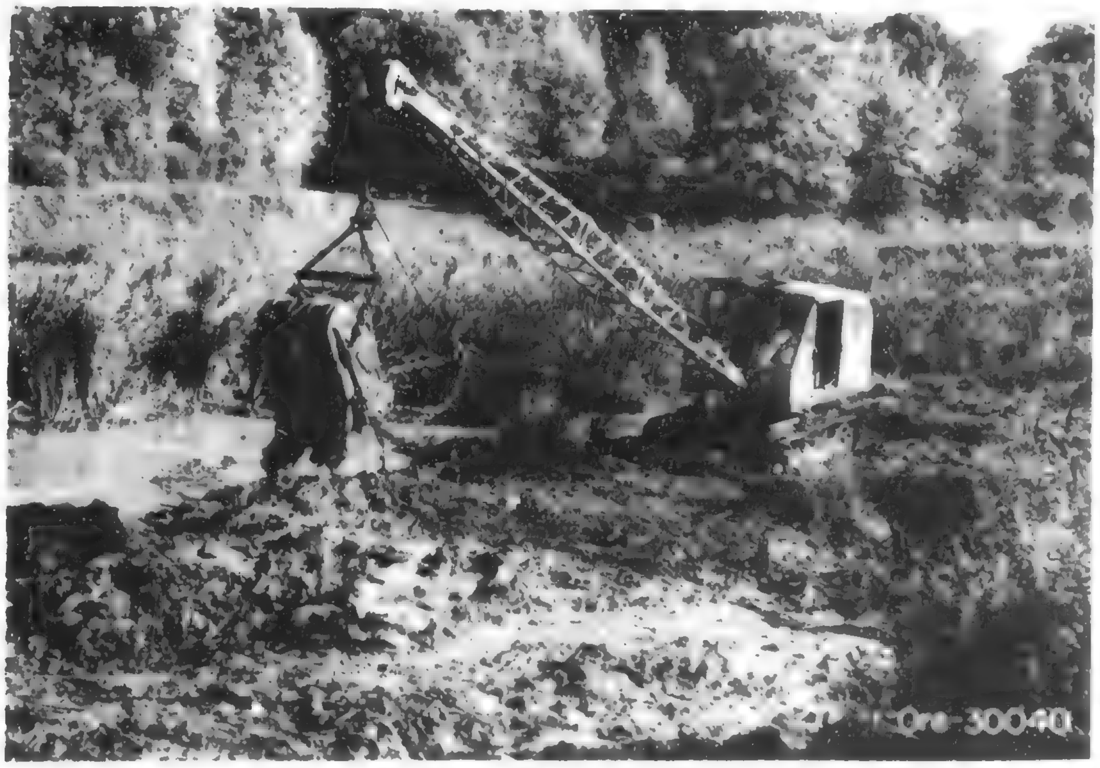
COLUMBIA & MULTNOMAH COUNTIES, OREGON

SEPTEMBER 1946

District Supervisors and District Conservationist discuss the new addition to District. Seated, left to right, are Supervisor Galloway, District Conservationist Ronald B. Elmes, Supervisor and Chairman Spencer; Standing, Supervisor Nichols and Supervisor and Treasurer Patterson.

District Supervisors, District Conservationist, local farmers, and Boy Scouts attend monthly meeting. Seated, left to right, District Conservationist Elmes and Supervisor and Chairman Spencer; standing, Secretary Scritsmier, Louis Minoggie, land owner and president of Columbia Drainage District, Work Unit Conservationist Brumfuld, Paul Reeder, land owner, Supervisor Galloway, Scout Floyd Leonard and Pete Patterson, Supervisors Nichols and Patterson.

Young farmer (left) studies his farm plan with work area conservationist.



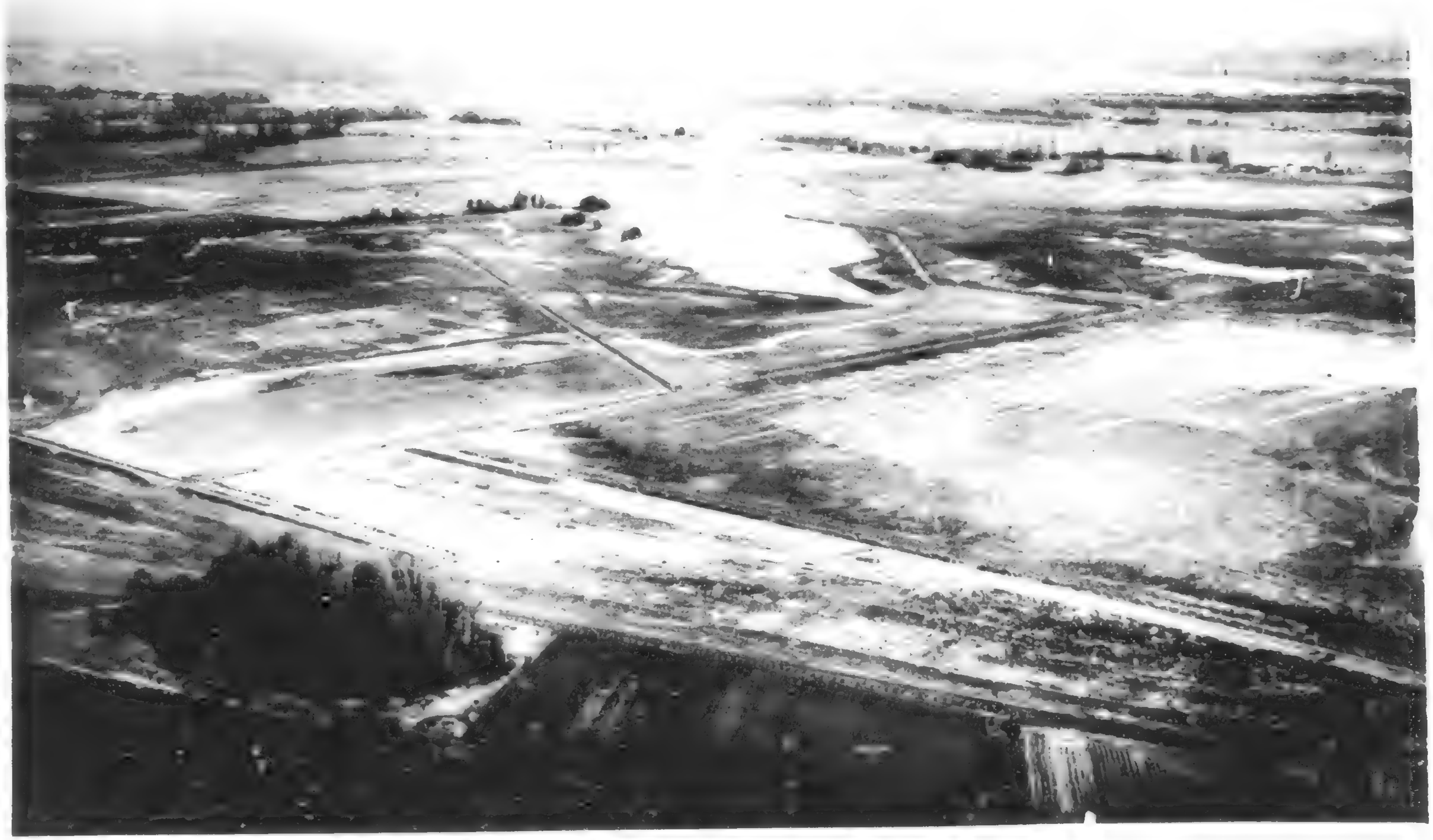
Dragline working in Gilbert River Ditch on Hammon Farm.

Ditch on Spencer farm. Note grass covered ditch banks and sloping sides. Farm equipment is easily moved across ditch of this type.

Newly constructed District drain on Tom Young farm. Vegetative growth on bank making good start. Spoil will be moved back and used in filling up low areas in fields.

Applying liquid manure on Merrybelle farm. A good practice in dairy farming program.

Clipping improves pastures, spreads droppings and controls weeds. A good pasture management practice.



Lower two-thirds of picture shows new land use of approximately 2,000 acres, part of which was formely in lake beds and all subject to annual overflow. Columbia River, State of Washington, and snow-capped Rainier, St. Helens and Adams shown in the distance.

Lower two-thirds of picture shows new land use of approximately 2,000 acres, part of which was formely in lake beds and all subject to annual overflow. Columbia River, State of Washington, and snow-capped Rainier, St. Helens and Adams shown in the distance.

Plowing down willows in Little Sturgeon Lake on Brandon Farm.

Wild ducks dig up expensive seeding of clover and grass, causing erosion.

Destruction of valuable land in the District, caused by a combination of high-speed ships and high water in the Columbia River.

RECEIVED
MAR 28 1946
FOR FILING
8-5-4(1)
3105

March 22, 1946

Mr. Frank L. Shull, Commissioner
County of Multnomah
Courthouse
Portland 4, Oregon

Dear Mr. Shull:

Reference is made to your letter of March 13 concerning the Sauvies Island bridge.

This bridge is included in our three-year postwar program. Because of the possibility of shifting this money to some other project, work on the survey of the structure was discontinued some time ago. We are now resuming work on this survey and a design and specifications will be prepared as soon as the field data are obtained. We plan to take bids sometime in the late fall or early winter of this year.

Very truly yours,

R. H. Baldock
State Highway Engineer

[redacted]
cc Mr. G. S. Paxson

COUNTY OF MULTNOMAH
OFFICE OF THE
BOARD OF COUNTY COMMISSIONERS
PORTLAND 4, OREGON

COMMISSIONERS
TOM H. WEST
F. L. SHULL
ALAN BROWN

March 13, 1946

Mr. R. H.Baldock, Highway Engineer
State Highway Commission
Salem
Oregon

Dear Mr. Baldock:

Answering your letter of March 8th, it is agreed that out of the monies set aside for expenditure in this county a bridge to Sauvies Island will be first on your program for the present three year period.

We realize that you cannot say definitely when the bridge will be started, but if you can give us a rough idea it will be appreciated.

Yours truly,
Frank L. Shull

FLS AI

REFERRED TO
Paxson
By Chief Engineer
Please prepare reply.

RECEIVED
MAR 14 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 12 1946
FOR FILING
2-5-4 (1)
3105

6.m

agenda 2/25/46

March 8, 1946

Mr. Frank Shull
County Commissioner of Multnomah County
Portland, Oregon

Dear Mr. Shull:

Some time ago the County Commissioners of Multnomah County addressed a letter to the Highway Department asking that consideration be given to changing in the post war program the money allocated to the construction of a bridge at Sauvies Island to the construction of roads on the Island.

About three weeks ago at a conference attended by representatives of the Oregon Highway Department, the Public Roads Administration, and Multnomah County, it was tentatively decided that the money should remain in the program for the construction of a bridge.

If this is the understanding of the County Commissioners of Multnomah County, will you please address a letter to the Highway Commission stating that the county is withdrawing its request that the program be changed and that the money set up for the bridge be used for that purpose.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Oscar Cutler

/ ascertain if switch in funds
has been made [illegible]
minutes cite [illegible] Dec. 45 minutes
shows [illegible] undecided -
[illegible] not made
[illegible] Feb 46 meeting.
did [illegible] announce this ?

COUNTY OF MULTNOMAH

OFFICE OF THE
BOARD OF COUNTY COMMISSIONERS
PORTLAND 4, OREGON

COMMISSIONERS
F. L. SHULL
~~D. E. BRADLEY~~ Alan Brown
TOM H. WEST

AGENDA
[illegible]

6-AM

December 10, 1945

NOTED
State Highway Engineer

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In regard to the program for County roads to be improved under the Federal Highway Allocation, we requested the construction of a bridge to Sauvies Island and improvements of most of the roads on the island. However, conditions have arisen which make it extremely important that the roads be given priority as we have a first-class ferry now operating to the island and the roads have deteriorated to such an extent this winter that to merely keep them open for traffic is going to require approximately 7000 yards of crushed rock. This rock is now being hauled by our entire truck fleet and we expect it will take most of the winter to place it upon the roads.

The roads in question were never constructed to carry heavy traffic, and this fall we gave the drainage district authority to put a drain through the Reeder Road. They estimated this could be done in a week, but they were caught by the rains and the road was blocked for nearly two months, throwing all the traffic over the Gillihan Road. In addition to this, the government has been hauling riprap rock so that at the present time the Gillihan Road is nearly impassable. The other roads are also all in bad condition and it is our belief that the entire allocation of funds from the Federal government for the first year can be spent upon the island and then will probably not complete the program.

We therefore respectfully request that you change the program to put the road improvements on the island first, and the bridge after the roads are completed.

Yours very truly,

RECEIVED
DEC 13 1945
OREGON
STATE HIGHWAY COMMISSION

BOARD OF COUNTY COMMISSIONERS

By Tom H West Chairman

F. Shull Commissioner

Alan Brown Commissioner

GWB/sw

V.B.

S-279(2) Sheeley Bridge-Sunset Camp 1949
Sec., Upper Nehalem Co. Rd.
3106

RECEIVED
FOR FILING
FORM E-30 25M 1-52 59419

S-279(2)

3106

3254

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 10th, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

In regard to Assignment #3254, failure of the Sunset Camp-Sheeley Bridge Section of the Upper Nehalem County Road in Columbia and Washington counties, F.A.S. Project S-279(2), Contract #3106; Homer Johnson, contractor; A. B. Dean, Resident Engineer, I am attaching report by Mr. Lytle. Both his report and that of Mr. Cameron give as one of the causes the unsuitable rock in the quarry, and Mr. Cameron's stresses that in circumstances where the quarry is not of uniform quality, the rock should be hauled farther and no chances taken of getting the unsuitable portions into the surfacing.

This is an old Columbia County quarry which has been used for many years and which was used in one or two instances by the State Highway Department with satisfactory results. It is a flow of basalt some 30 to 50 feet thick lying on sandstone, and in its later years covered with a considerable amount of overburden. I inspected the quarry several times before it was used and feel that satisfactory rock could have been obtained with normal supervision even though the depth of the overburden restricted the use of the quarry to certain portions, and I know that Homer Johnson has produced satisfactory oil rock under much worse conditions than this. One instance was at the Enchanted Prairie quarry near Myrtle Point, where he had to confine his operations to one side of the quarry. This quarry and similar quarries where operations must be restricted to certain portions of the quarry have been used in all portions of the state under careful inspection, and I do not feel that there is any merit in their recommendation that we do not try to use such quarries but haul 15 or 20 miles. However, on account of the overburden, it would be impossible to ever use this quarry again, as there was barely enough rock in sight for the last job.

I believe that oil failures in recent years have been largely due to lack of compaction in the base. Compaction occurs under traffic after the final seal has been placed; moisture then enters the oil mat, and I think this must have happened here. Certainly if the rock was so poor it caused the disintegration of the oil mat, it would also cause the disintegration of the base, which does not appear to be the case.

I will go over the job myself with Mr. Skelton as soon as I find time.

Very truly yours,

H.G. Smith
R.

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
APR 10 1952
OFFICE OF
STATE HIGHWAY ENGINEER

An Investigation
of Condition of
Sheeley Bridge - Sunset Camp Section
Upper Nehalem Co. Road

In regard to the condition of the Sheeley Bridge - Sunset Camp Section of the Upper Nehalem County Road in Columbia and Washington Counties as reported in Mr. Polk's letter of March 12, 1952.

In company with Frank Young, Ass't. Division Engineer, an investigation was made on March 22. A further investigation was made with Mr. G. W. Harra, Testing Engineer, on March 27. The contract for this section was awarded to Homer Johnson, February 28, 1949. The job began approximately two miles southerly of the Sheeley Bridge crossing of the N. Fork of the Nehalem River. It extended to an intersection with the Sunset Highway, a distance of 6.5 miles. It was completed in the fall of 1949.

Prior to the start of this project the base in Columbia County had been surfaced with a light macadam which had been given an application of oil. The portion in Washington County consisted of light course of macadum except for 1.04 miles which was graded and surfaced under Johnson's contract.

The surfacing consisted of up to 8½ inches of 2½" - 0" rock base with an 1½" of leveling and shoulders, after which an 0-9 oil job was placed over the entire section.

I found the section was badly broken as described by Mr. Polk in his letter, and in endeavoring to determine the reason for this the conclusion was reached that the predominant cause was due to the use of a rather poor quality of rock.

Although Mr. Polk may question this, we dug into one place that was badly alligatored and in running a test on it we were rather surprised to find a blue clay which showed a P.I. of 29 and a liquid limit of 55. In talking to the men working on the road in Washington County, we were told that this same sort of mud was prevalent where ever the section was dug into.

In figuring the amount of material prior to surfacing, the road was tested with a bar to determine the amount of material present. The depth of the amount so determined was subtracted from 8½ and the balance placed on the road. While this measurement may have been in error, I was unable to spot any excessive places that were unduly soft.

Some of the places that were unduly soft were evidently due to lack of adequate drainage. The sections where this occurred were definitely not well drained as the surfacing had almost been dissipated. In one place near the south end of the job the contractor had installed a perforated drain which could not be found. The drainage water was running down the ditch and some must probably have been getting beneath the surfacing.

In digging through some of the alligatored places they would break out to a depth about 1½" which tended to show that the bond between the base and the

Investigation, Continued:

oiled top had been loosened and that the seal had not functioned as was intended.

To summarize my findings, I would say that the failure was due to the following factors:

1. Poor rock in base.
2. Failure of the seal course.
3. Drainage, which was not too bad.
4. Lack of adequate compaction in base course.

During my investigation a study was made of the quarry to determine if it was practical to take out rock which would have been suitable. In looking it over, I could draw no other conclusion but that such was not practical. The whole of the rock was so mixed up with good and bad, unsuitable rock that it became impractical to separate the two. I would not recommend the further use of such a quarry, and I understand that no further use of it will be sanctioned. The so called "good rock" its self showed that it carried a large amount of montmorilliate clay, a chemical determination of the ground mass which turns to clay. This clay in its native state does not show up in our tests.

The lab tests on the rock are as follows:

Lab. No.	Rec'd.	Kind of Agg.	Quantity Rep.	P.I.	L.L.	Remarks
228467	6/1/49			7	34	
232635	8/8/49		2000	8	32	Suitable Max. size should be increased.
231386	7/21/49		1000	8	32	Excess P.I. to be corrected.
231387	7/21/49	3/4-0		8	34	Suitable if corrected. Excess P.I.
231543	7/25/49	"	—	10	33	To be corrected. Excess P.I.
232402	8/4/49	2½-0	1000	7	30	Suitable if corrected. P.I. slightly high.
23007	7/1/49	"	1000	13	35	P.I. High.-Suitable if corrected. Deficient in material passing ¼".
230351	7/7/49	"	1000	12	37	P.I. High-Suitable if corrected; slight excess retained on ¼".
229585	6/24/49	"	"	18	42	To be corrected. P.I. high. Deficient in material passing ¼".
230541	7/11/49	"	"	9	32	Suitable for use if corrected. P.I. slightly high.
232042	7/29/49	3/4-0	"	0	22	Suitable for use.
230540	7/11/49	2½-0	1000	0	28	Suitable for use.
229421	6/22/49	"	1000	0	34	Suitable for use. Slight deficiency passing ¼".
232401	8/4/49	3/4-0		6	29	Suitable if corrected. Excess passing ¼".

Investigation, Continued:

OILING AGGREGATE

Lab. No.	Rec'd.	Kind of Agg.	Quantity Rep.	P.I.	L.L.	Remarks
234582	9/2/49	¼-0	500	0	29	Suitable for use.
234576	9/2/49	¼-0	"	0	25	" " "
233323	8/16/49	½-¼	"	0	0	" " "
233322	8/16/49	3/4-½	"	0	0	" " "
234579	9/8/49	1¼-3/4	"	0	0	" " "
234578	9/8/49	3/4-½	"	0	0	" " "
234577	9/2/49	½-¼	"	0	0	" " "
232636	8/8/49	3/4-½	"	0	0	" " "
232638	8/8/49	¼-0	"	0	23	" " "
232637	8/8/49	½-¼	"			To be corrected. Excess on ½".
234581	9/2/49	½-¼	"			Suitable if corrected. Excess on ½" screen.
234580	9/2/49	3/4-½	"			Suitable if corrected. Excess on 3/4".

Samples taken on March 25 in company with Mr. Harra:

	P.I.	L.L.
Rock in quarry	3	25
Rejects at quarry	5	40
Oiled mat	11	34
Mud below oiled mat	29	55

The oil used, both 120-151 and the RC-3 were furnished by the Standard Oil Co. and the tests are all favorable so I am not burdening you with this data as this company's asphalt has always been good.

KDL:sh

April 2, 1952

ASSIGNMENT

rch 18, 1952

No. 3254
By WCW

cription: Mr. Polk's letter of March 12 and 2 copies of maintenance and condition report on Project S-279 (2), Sunset Camp-Sheeley Bridge Section of Upper Nehalem County Road in Columbia and Washington Counties

Acknowledged by _____ Referred to __ Smith ✓

Investigate and report with reccommendation
Investigation, such action as necessary and report
Comment or reccommendation
Return with rough draft of reply
Please prepare for ____________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed ______ Report received ________

Remarks: Please make a report on this—show laboratory tests of materials, etc.
WCW

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

March 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Attached are two copies of a maintenance and condition report on Project S-279(2), Sunset Camp-Sheeley Bridge Section of the Upper Nehalem County Road in Columbia and Washington Counties, as prepared by a Bureau of Public Roads engineer.

The report indicates that the oil mat on this project, completed in 1949, has completely failed over one-third its length with incipient failure over the remainder. Conclusions reached point to the probability that failure resulted from use of an aggregate with excess PI. It is also pointed out suitable surfacing materials in this section of the State are scarce and, accordingly, special care should be exercised in selection of quarries, sampling, inspection and control of materials.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

Encls.

NOTED
W. W. STIFFLER

March 10, 1952

C. G. Polk, District Engineer

J. F. Cameron, Division Maintenance Engineer

SUBJECT: Maintenance Inspection and Condition of Oregon F.A. Project
S-279(2), Sunset Camp-Sheeley Bridge Section of the Upper
Nehalem County Road in Columbia and Washington Counties

On Tuesday March 4th an inspection was made, at the request of the Columbia County Court, who reported that the bituminous surface was breaking up. Present at the inspection were:

John Catrall - County & City Relations Engineer
O.S.H.D.
Al Skelton - Division Engineer O.S.H.D.
Clyde Henderson - Columbia County Commissioner
J. F. Cameron - Division Maintenance Engineer
Bureau of Public Roads

Although a detailed log by miles was not made of damage and depreciation encountered, it is estimated that on one third of the total length of 5.67 miles the bituminous c-9 type surface has failed with indication of incipient failure scattered over the remaining two-thirds. This failure takes the form of broken and disintegrated oil mat without indication of base weakness or failure. The incipient failure is characterized by dull textured sections which on closer examination show heavy alligator type cracking. The base under these sections is saturated and water squeezes out when light pressure is applied. All present seemed to agreed that no base failure was evident, for apparently there is adequate thicknessof base since no deep holes in, or collapse of the base was encountered. The fault seems to be entirely in the bituminous mat, or immediately under the mat.

The plans and specifications reveal that from the north end of the project at station 234 south, approximately 4.65 miles, the alignment and grade line follows these old road characteristics quite closely. Existing surface thickness at time of reconstruction was from 7 to 7-1/2", with provision for increasing this to a minimum of 10" compacted bottom course base material (2-1/2" - 0), and 1" top course base (3/4" - 0) material for a total of 11" compacted. On the south mile, line and grade were revised. 10" of new base rock and 1" top base rock were placed. Breakup on this section which is in Washington county seems to be more widespread than on the section in Columbia county on old line and grade. A lesser degree of compaction of subgrade and base may have had some effect on rate of deterioriation. However, the type of failure seems to be about the same on both sections, and it is believed the basic cause is the same throughout the project.

An inspection was made of the quarry from which the base surfacing and oil rock were obtained. This is an old county quarry site about 1000' west of the north end of the job. From the slacked condition of some large pieces of rock, and the hard appearance of other, found on the quarry floor, and from the varied appearance of the rock face it must be deduced that the rock in this quarry is very badly mixed, from good to bad, and that careful inspection and supervision on the part of both contractor and inspector would be necessary to avoid the inclusion of more or less unsuitable material in the final base and surfacing product. In drilling and shooting this quarry, the contractor shot too low by about 4 or5feet, drilling into a soft layer of badly weathered and soft rock. The rock over all is sedimentry in character and formation. What became of the lower 4 or 5 feet of this quarry is not definitely known. However, all crushed rock going through the Primary Crusher was scalped for recrushing on a 3/4" screen and it may be assumed that dirt and natural fines were wasted. The rock from this portion should have been 100% wasted but that is improbable since it must have become considerably mixed with rock of better quality. It is believed the answer to the surface failure lies in this quarry rock.

Laboratory reports do not give the rock a clean bill of helth. They support the theory that while some of this rock may have been satisfactory, some of it also was definitely unsatisfactory unless corrected. Since the laboratory reports probably reached the Resident Engineer several days after samples were taken and no other warning was given him the unsatisfactory material may have been long since incorporated in the road with no correction possible or practicable. A review of laboratory reports on base rock and oil rock is as follows:

BASE AND TOP SURFACING ROCK

Laboratory No.	Date Received	Kind of Agg.	Quantity Rep.	P.I.	L.L.	Remarks and Recommendations
232635 ✓	Aug. 8	Base 2-1/2-0	2000 c.y.	8	32	Suitable Maximum size should be increased.
231386 ✓	July 21	" "	1000 "	8	32	Excess P.I. to be corrected.
231387 ✓	July 21	" 3/4-0	1000 "	8	34	Suitable if corrected. Excess P.I.
231543 ✓	July 25	" "	-	10	33	To be corrected excess P.I.
232402 ✓	Aug. 4	" 2-1/2-0	1000 "	7	30	Suitable if corrected P.I. slightly high.
23007 ✓	July 1	" "	1000 "	13	35	P.I. High, Suitable if corrected. Deficient in material passing 1/4"
230351 ✓	July 7	" "	1000 "	12	37	P.I. high- Suitable if corrected slight excess retained on 1/4" screen
229585 ✓	June 24	" "	-	18	42	To be corrected. P.I.high Deficient in Material passing 1/4".

Laboratory No.	Date Received	Kind of Agg.	Quantity Rep.	P.I.	L.L.	Remarks and Recommendations
230541	July 11	Base 2-1/2-0	1000 c.y.	9	32	Suitable for use if corrected. P.I. slightly high.
232042 ✓	July 29	" 3/4"-0	1000 "	0	22	Suitable for use.
230540	July 11	" 2-1/2"-0	1000 "	0	28	Suitable for use.
229421 ✓	June 22	" 2-1/2"-0	1000 "	0	34	Suitable for use, slight deficiency passing 1/4".
232401 ✓	Aug. 4	" 3/4-0	1000 "	6	29	Suitable if corrected. Excess passing 1/4".

OILING AGGREGATE

234582	Sept. 2	1/4"-0	500 c.y.	0	29	Suitable for use.
234576	Sept. 2	1/4"-0	"	0	25	" " "
233323	August 16	1/2"-1/4	"	-	-	" " "
233322	August 16	3/4"-1/2	"	-	-	" " "
234579	Sept. 8	1-1/4"-3/4	"	-	-	" " "
234578	Sept. 8	3/4-1/2	"	-	-	" " "
234577	Sept. 2	1/2-1/4	"	-	-	" " "
232636	August 8	3/4-1/2	"	-	-	" " "
232638	August 8	1/4-0	"	0	23	" " "
232637	August 8	1/2-1/4	"	-	-	To be corrected. Excess on 1/2".
234581	Sept. 2	1/2-1/4	"	-	-	Suitable if corrected - Excess on 1/2" screen.
234580	Sept. 2	3/4-1/2	"	-	-	Suitable if corrected. Excess on 3/4".

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5. In the case of this project, the openness of this mat to surface water undoubtedly speeded up the deterieriation and if the project had been sealed in 1951, a minimum of breakup might have resulted. However, under normal conditions resealing is not required for at least 4 to 5 years on surface treatments, and the county cannot be blamed for not anticipating this condition.

6. A similar situation may develop on FAS-77(3) the Pittsburg Wilson Creek Section of the Pittsburg Scappoose Road. The quarry on this project is now being developed and it is reported that rock samples have been tested. It is also reported that a soft seam of rock has been encountered in excavating a coyote hole.

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to the attention of County Commissioner Henderson on March 4th.

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S-279(1) is an old WPSO project. It has stood up well in spite of adverse drainage provision.

S-279(2) has been described above.

RECEIVED

March 10, 1952

C. G. Polk, District Engineer

J. F. Cameron, Division Maintenance Engineer

SUBJECT: Maintenance Inspection and Condition of Oregon F.A. Project
S-279(2), Sunset Camp-Sheeley Bridge Section of the Upper
Nehalem County Road in Columbia and Washington Counties

On Tuesday March 4th an inspection was made, at the request of the Columbia County Court, who reported that the bituminous surface was breaking up. Present at the inspection were:

John Catrall - County & City Relations Engineer
O.S.H.D.
Al Skelton - Division Engineer O.S.H.D.
Clyde Henderson - Columbia County Commissioner
J. F. Cameron - Division Maintenance Engineer
Bureau of Public Roads

Although a detailed log by miles was not made of damage and depreciation encountered, it is estimated that on one third of the total length of 5.67 miles the bituminous C-9 type surface has failed with indications of incipient failure scattered over the remaining two-thirds. This failure takes the form of broken and disintegrated oil mat without indication of base weakness or failure. The incipient failure is characterized by dull textured sections which on closer examination show heavy alligator type cracking. The base under these sections is saturated and water squeezes out when light pressure is applied. All present seemed to agreed that no base failure was evident, for apparently there is adequate thicknessof base since no deep holes in, or collapse of the base was encountered. The fault seems to be entirely in the bituminous mat, or immediately under the mat.

The plans and specifications reveal that from the north end of the project at station 234 south, approximately 4.65 miles, the alignment and grade line follows these old road characteristics quite closely. Existing surface thickness at time of reconstruction was from 7 to 7-1/2", with provision for increasing this to a minimum of 10" compacted bottom course base material (2-1/2" - 0), and 1" top course base (3/4" - 0) material for a total of 11" compacted. On the south mile, line and grade were revised. 10" of new base rock and 1" top base rock were placed. Breakup on this section which is in Washington county seems to be more widespread than on the section in Columbia county on old line and grade. A lesser degree of compaction of subgrade and base may have had some effect on rate of deterioriation. However, the type of failure seems to be about the same on both sections, and it is believed the basic cause is the same throughout the project.

An inspection was made of the quarry from which the base surfacing and oil rock were obtained. This is an old county quarry site about 1000' west of the north end of the job. From the slacked condition of some large pieces of rock, and the hard appearance of other, found on the quarry floor, and from the varied appearance of the rock face it must be deduced that the rock in this quarry is very badly mixed, from good to bad, and that careful inspection and supervision on the part of both contractor and inspector would be necessary to avoid the inclusion of more or less unsuitable material in the final base and surfacing product. In drilling and shooting this quarry, the contractor shot too low by about 4 or5feet, drilling into a soft layer of badly weathered and soft rock. The rock over all is sedimentry in character and formation. What became of the lower 4 or 5 feet of this quarry is not definitely known. However, all crushed rock going through the Primary Crusher was scalped for recrushing on a 3/4" screen and it may be assumed that dirt and natural fines were wasted. The rock from this portion should have been 100% wasted but that is improbable since it must have become considerably mixed with rock of better quality. It is believed the answer to the surface failure lies in this quarry rock.

Laboratory reports do not give the rock a clean bill of health. They support the theory that while some of this rock may have been satisfactory, some of it also was definitely unsatisfactory unless corrected. Since the laboratory reports probably reached the Resident Engineer several days after samples were taken and no other warning was given him the unsatisfactory material may have been long since incorporated in the road with no correction possible or practicable. A review of laboratory reports on base rock and oil rock is as follows:

BASE AND TOP SURFACING ROCK

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RECEIVED
JUN [illegible] 1950
FOR FILING

8-279(2)

3106

May 29th, 1950

FINAL COST ANALYSIS
Grade, Surface & Oil

Contract #3106
Sheeley Bridge-Sunset Camp

Homer G. Johnson, Contractor
A. B. Dean, Resident Engineer

Prefix 205-1017
Upper Nehalem Co. Road

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
I - Roadwork:						
(1)Clearing & Grubbing	All		$	$	$1,336.87	$5,000.00
(3)Grader Work	5.085	Mile	578.25	700.00	2,940.41	3,559.50
(1)(3)Struct. Excavation	337.63	Cu. Yd.	3.11	3.50	1,048.62	1,181.71
(1)General Excavation	18,932.5	" "	0.31	0.30	5,843.86	5,679.75
(1)Short Overhaul	31,100	Yd. Sta.	0.02	0.02	622.00	622.00
(1)Long Overhaul	130.8	C-Yd. Sta.	0.50	0.50	65.40	65.40
(1)Finishing R/B & Slopes	0.568	Mile	491.37	500.00	279.10	284.00
(3)12" Concrete Pipe	243	Lin. Ft.	1.74	1.75	421.61	425.55
(1)(3)18" " "	657	" "	2.90	3.25	1,904.10	2,135.25
(1)36" " "	68	" "	6.24	8.50	424.31	578.00
(3)30" Corr. Metal Pipe	42	" "	7.94	8.00	333.35	336.00
(1)(3)Salvaging Culvert Pipe	76	" "	2.12	2.00	160.77	152.00
(3)2½"-0" Cr. Rock Base	17,545	Cu. Yd.	2.29	2.65	40,231.92	46,494.25
(3)3/4"-0" Cr. Rock Base and Shoulders	3,165	" "	2.52	2.75	7,986.36	8,703.75
(3)Sprinkling	1,300.4	M-Gal.	1.44	2.00	1,875.73	2,600.80
(4)Preparation of Base	5.685	Mile	105.20	200.00	598.01	1,137.00
(3)(4)Mineral Aggregate	2,494	Cu. Yd.	3.46	4.00	8,622.24	9,976.00
(4)RC-3 Asphalt in Binder	95.3	Ton	34.78	45.00	3,314.06	4,288.50
(4)151-200 Asphalt	159.66	"	32.68	42.00	5,217.55	6,705.72
II - Nehalem River Viaduct:						
(2)Excav. for Structure	85.2	Cu. Yd.	10.00	10.00	852.00	852.00
(2) " Below Elevation	23.8	" "	20.00	20.00	476.00	476.00
(2)Furnish Treated Piling	120	Lin. Ft.	1.50	1.50	180.00	180.00
(2)Drive Piles	4	Each	100.00	100.00	400.00	400.00

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
(2)Class "A" Concrete	116.87	Cu. Yd.	$70.00	$70.00	$8,180.90	$8,180.90
(2)Metal Reinforcement	29,083	Lb.	0.13	0.13	3,780.79	3,780.79
(2)Metal Handrail	211.67	Lin. Ft.	12.00	12.00	2,540.04	2,540.04
(1)Removal of Old Bridge	All				186.86	500.00
III - Robinson Creek Culvert:						
(2)Excav. for Structure	152.7	Cu. Yd.	10.00	10.00	1,527.00	1,527.00
(2)Class "A" Concrete	91.97	" "	70.00	70.00	6,437.90	6,437.90
(2)Metal Reinforcement	9,379	Lb.	0.20	0.20	1,875.80	1,875.80
(2)Provision for Traffic and Removal of Old Bridge	All				1,000.00	1,000.00
(3)PA #1, Quarry Run Rock	430	Cu. Yd.	0.97	1.25	415.61	537.50
(1)PA #2, 24" Conc. Culvert Pipe	33	Lin. Ft.	3.59	6.50	118.31	214.50
(1)PA #2, 12" Perf. Conc. Pipe	21	" "	1.32	1.85	27.62	38.85
(3)PA #3, Cr. Rock M.P. 69.2:						
1¼"-3/4" Cr. Rock in S.P.	682.38	Cu. Yd.	3.04	2.80	2,074.62	1,910.66
3/4"-½" " " " "	347.59	" "	3.04	2.80	1,056.67	973.25
½"-¼" " " " "	327.97	" "	3.04	2.80	997.03	918.32
(3)PA #3, Cr. Rock at Sunset Camp:						
3/4"-½" Cr. Rock in S.P.	390.07	Cu. Yd.	2.41	2.35	934.53	916.66
½"-¼" " " " "	373.79	" "	2.41	2.35	900.83	878.41
½"-¼" " " " "	368.09	" "	2.41	2.35	887.10	865.01
(2)PA #4, Pile Driving Adj.	All				132.36	132.36
(2)PA #5, Cement Adjustment, Favor of State	- 7.3	Bbl.		2.85		- 20.81
(3)PA #6, Purchase ½"-¼" Cr. Rock	353.87	Cu. Yd.	1.99	2.01	704.46	711.28
(2)PA #7, Adj. on Conc. Forms	All				470.89	470.89
(1)(3)Force Account					1,844.66	1,874.13
					121,228.25	138,096.32

	Gross Revenue	Total Cost	Net Profit	% Profit
Homer Johnson	$106,010.01	$97,124.63	$8,885.38	8.4%
Heavy Hauling Co.	15,783.59	11,314.82	4,468.77	28.3%
Harr & Horton	16,302.72	12,788.80	3,513.92	21.6%
Total	$138,096.32	$121,228.25	$16,868.07	12.2%

(1) Work performed by Heavy Hauling Co.

(2) " " " Birkemeier & Saremal.

(3) " " " Homer Johnson.

(4) " " " Harr & Horton.

Sheeley Bridge-Sunset Camp
Homer Johnson

Detail of Cost

Labor:

Supervision	$1,117.50	
Labor	19,539.88	
Labor Insurance	1,137.90	
		$21,795.28

Materials:

12" Concrete Pipe	243 lin. ft.	at $0.80	$194.40	
18" " "	444 " "	" 1.70	754.80	
30" Corr. Metal Pipe	42 " "	" 4.76	199.92	
30" Bands	2 each	" 6.28	12.56	
				1,161.68

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$16,493.00	
" " , Hired	4,318.74	
Hired Trucks	11,606.95	
Gas, Oil & Grease	5,107.61	
Move In, Freight & Cartage	992.02	
Plant Set Up Materials	1,198.88	
Miscellaneous Supplies & Small Tools	991.21	
Explosives	2,361.77	
Public Liability & Property Damage	190.17	
Bond	715.69	
Home Office & General Overhead	2,337.95	
		46,313.99

Payments to Birkemeier & Saremal for Bridge:

Construction Items	27,853.68
Total Cost	$97,124.63

Sheeley Bridge-Sunset Camp
Heavy Hauling Co., Grading Subcontractor

Detail of Cost

Labor:

Supervision and Labor	$2,910.40	
State Industrial Accident Insurance	65.48	
Unemployment Insurance	58.20	
Social Security	29.10	
		$3,063.18

Materials:

8" Perf. Metal Pipe	220	lin. ft.	at	$1.18	$259.60	
8" Bands	10	each	"	1.81	18.10	
12" Perf. Concrete Pipe	21	lin. ft.	"	0.88	18.48	
18" Conc. Culv. Pipe	114	lin. ft.	"	1.77	201.78	
18" " " "	60	" "	"	1.59	95.40	
24" " " "	33	" "	"	2.45	80.85	
36" " " "	68	" "	"	3.97	269.96	
Sand Backfill	38	cu. yd.	"	1.25	47.50	
						991.67

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$3,942.00	
" " , Hired	1,187.00	
Gas, Oil & Grease	417.98	
Move In, Freight & Cartage	614.15	
Explosives	69.25	
Miscellaneous Supplies & Small Tools	316.20	
Public Liability & Property Damage Ins.	36.38	
Bond	200.00	
Home Office & General Overhead	477.01	
		7,259.97
		$11,314.82

Sheeley Bridge-Sunset Camp
Harr & Horton, Oiling Subcontractors

Detail of Cost

Labor:

Supervision		$200.00	
Labor		3,302.05	
State Industrial Accident Insurance		74.30	
Unemployment Insurance		66.04	
Social Security		33.02	
			$3,675.41

Material:

RC-3 Asphalt	95.3 ton at $23.00	$2,191.90	
151-200 Asphalt	159.66 " " 21.00	3,352.86	
Freight on Asphalt to Vernonia	207.8 " "	332.03	
			5,876.80

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$1,189.00	
" " , Hired	31.00	
Hired Trucks, Not Including Operators	775.16	
Gas, Oil & Grease	464.50	
Miscellaneous Supplies & Small Tools	107.66	
Move In, Freight & Cartage	105.20	
P.U.C.'s	68.69	
Public Liability & Property Damage	53.89	
Home Office & General Overhead	441.49	
		3,236.59

Total Cost $12,788.80

Shesley Bridge-Sunset Camp

Breakdown of Crushed Rock Cost

	Cost	Quantity	Unit	Unit Cost
Move In & Set Up	$6,308.32	26,478	Cu. Yd.	$0.238
Stripping	1,085.00	"	" "	0.040
Drill & Shoot	5,839.80	"	" "	0.221
Load in Quarry	3,793.22	"	" "	0.143
Haul to Crusher	3,488.70	"	" "	0.132
Crusher Operation	17,278.23	"	" "	0.653
Overhead & Proratable Expense	3,025.30	"	" "	0.114
Average Cost in Bunker, All Sizes	$40,818.57	26,478	Cu. Yd.	$1.54

Stripping done with hired cat and dozer.

Average cost of drilling and shooting low due to loose rock left in quarry from previous job. Rock broke large and blocky, but large primary crusher, 32" x 40", eliminated much plug shooting.

Rock loaded with old 1-yard shovel and hauled with two old 5-yard trucks.

Average production for overall time - 56 cu. yd. per hour.

Sheeley Bridge-Sunset Camp

Remarks:

This contract required the grading of 0.6 of a mile and the surfacing and oiling of a 5.65-mile section of the Upper Nehalem Valley County Road. The job was bid and awarded on February 28th, 1949; work was started on March 9th, and the project was completed on November 30th, 1949.

The structures were subcontracted to Birkemeier & Saremal who used Transit-mix hauled from Portland.

Clearing, grading and some of the culverts were subcontracted to the Heavy Hauling Co. The bulk of the excavation was located in a single cut which contained about 90% of common material underlaid with blue shale which required ripping. The subcontractor used a D-8 cat pulling a 12-yard scraper to excavate this cut and a small hired shovel moved the remainder of the material. The grading work shows a small loss and most of the subcontractor's profit was made on the clearing.

The prime contractor handled the crushing and placing of the rock surfacing. He moved his plant into the specified Columbia County quarry situated adjacent to the north end of the project. The plant, which contained 32" x 40" jaw crusher and 2 36" gyratory crushers, operated a total of 472 hours of overall time and produced an average of 56 cu. yds. per hour. A hired cat and dozer did the stripping for $1,085.00.

As there was an estimated 5,000 yards of rock loose in the quarry from a previous operation, the average drilling and shooting cost was comparatively low for the large blocky rock encountered. The shooting was done with down holes and lifters. Due to good prices on the surfacing, the contractor made a fair profit on the crushing.

Harr & Horton did the oiling work with asphalt shipped to Vernonia. As they had the prime contractor's bid price on the asphalt items, they made a very good profit.

The contract shows a good average profit due mainly to high bid prices on the clearing, surfacing and oiling items.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
MAY 16 1950
FOR FILING

8-279(2)

3106

Files

Leo Lewis

May 12, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of May 10 to which was attached three copies of a claim filed with your office by Harold L. Calhoon in the amount of $195.75 for dump truck work furnished to Homer G. Johnson in connection with his operations on our Contract No. 3106.

This claim bears your file No. 3216.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
5-12-50 gc

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 10, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Harold L. Calhoon, and filed as of this date his notice of claim for dump truck work in the sum of $195.75, against the bond taken from Homer G. Johnson as principal, and the United States Fidelity and Guaranty Company, surety, Robert P. Dawson, Agent, for work of Highway Commission Contract No. 3106 for grading and surfacing on the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
ENC.

RECEIVED
MAY 11 1950

NOTED ON CARD
5-11-50

Mrs Lewis

May 12, 1950

United States Fidelity and Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Harold L. Calhoon against Homer G. Johnson for dump truck work in the amount of $195.75 in connection with State Highway Commission Contract No. 3106 held by Mr. Johnson for grading and surfacing on the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road in Columbia and Washington counties.

This information is provided as the United States Fidelity and Guaranty Company appears as surety on the bond executed in connection with Contract 3106.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - E. A. Bjorklund, Mgr.
221 Kearns Building
Salt Lake City 8, Utah

Mr. Robert P. Dawson
1112 Cascade Building
Portland 4, Oregon

Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD
5-12-50

To State of Oregon:

"Notice hereby is given that the undersigned Harold L. Calhoon has a claim for Dump truck work in the sum of $195.75 -(one hundred ninety-five dollars and seventy-five cents.) against the bond taken from United States Fidelity And Guaranty Company, whose agent is Robert P. Dawson, for Homer G. Johnson, for the work of Highway Commission Contract No. 3106 for grading and surfacing on the Sheeley Bridge - Sunset Camp Section of the Upper Nehalem County Road.

HAROLD L. CALHOON

ENDORSED
File Number 3216
Filed May 10, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 17 1950
FOR FILING

S-279 (2)

OREGON STATE HIGHWAY COMMISSION

May 9, 1950
(Date)

3106
(Contract No.)

8-A Final
(Est. No.)

Homer G. Johnson
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
6866	373973	4,120.78	5/8/50

[illegible]:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
aao

Specified completion date:

Completed:

Contract accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: MAY 10 1950
aao

Replying to HBG's note on original release form signed by him, regarding this warrant which says it is not to be assigned; — it is not assigned. aao

NOTED ON CARD
5-10-50, g(

OREGON STATE HIGHWAY COMMISSION

May 9, 1950
(Date)

3106	8-A Final	Homer G. Johnson
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
6866	373973	4,120.78	5/8/50

[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Nov. 30, 1949 ACCOUNTING DIVISION
aad

Completed: Nov. 15, 1949
Contract Accepted: Dec. 19, 1949

Time Extensions: None Needed

Penalties: None of Record

Claims: None of Record

Remarks:

Date: 5-10-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

This payment is not to be assigned — pay direct to contractor. DHS

Warrant Mailed:

RECEIVED
MAY 16 1950
FOR FILING

8-279 (2)

3106

[illegible] Lewis

May 1, 1950

Mr. Harold Calhoon
1822 North 18th M.R.
Sweet Home, Oregon

Dear Mr. Calhoon:

This is to acknowledge your letter dated April 21 in which you advise that Homer Johnson owes you an amount of money which you earned on a state job near Vernonia. This job may be Highway Commission Contract No. 3106 for grading and surfacing on the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road in Columbia and Washington counties. This contract was held by Homer G. Johnson and was completed on November 15, 1949 and accepted by the Commission December 19, 1949. With this contract Mr. Johnson furnished a bond which was provided by the United States Fidelity and Guaranty Company whose agent in this instance is Robert P. Dawson, 1112 Cascade Building, Portland 4.

Although we cannot be certain that your claim pertains to this contract we are, nevertheless, notifying the surety and the contractor that your claim has been received. If your claim does pertain to this contract and if you wish to protect it for a period longer than six months following completion and acceptance, it is suggested that you file it with the Secretary of State. For your convenience in preparing this filing we are enclosing an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
5-1-50

April 21, 1950
1822 N. 18th M.R.
Sweet Home, Oregon

Dear Sir:

We were told that some state department might be able to help us collect some money. The money was earned on a state job near Vernonia which Homer Johnson of Portland had contracted.

We have sent him several statements but he evidently ignored them, as we have not heard from him.

If this is not the right department perhaps you could let us know just what to do in order to collect what is due us.

Thank you very much.

Yours truly,
Harold Calhoun, Mrs.

4-28-50, 9

RECEIVED
MAY 16 1950
FOR FILING

8-279 (2)
3106

Miss Lewis

May 1, 1950

United States Fidelity and Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Attention: W. Talbot Sinclair
Manager

Gentlemen:

This is to advise that on April 28 we received a letter from Mr. Harold Calhoon of 1822 North 18th N. E., Sweet Home, advising that Homer Johnson owes him a sum of money which Mr. Calhoon earned on a state job near Vernonia. It may be that the job to which Mr. Calhoon refers is State Highway Contract No. 3106 with Homer G. Johnson for grading and surfacing the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road in Columbia and Washington counties.

Mr. Calhoon does not give us any information as to the amount of the claim or what labor or materials were furnished.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. E. A. Bjerklund, Manager
221 Kearns Building
Salt Lake City 8, Utah

Mr. Robert P. Dawson
1112 Cascade Building
Portland 4, Oregon

Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD
5-1-50 gC

RECEIVED
MAR 14 1950
FOR FILING

S-279(2)

3106

March 14, 1950

W. Talbot Sinclair, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 3106, for work on the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road Highway in Columbia and Washington Counties, has been completed by the contractor, Homer G. Johnson, and that final payment in the amount of $4,120.78 will be made on or after March 24, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $138,096.32, of which amount $1,874.13 represents force account items. This contract was completed on November 15 and accepted by the Commission on December 19, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Robert P. Dawson
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JAN 11 1950
FOR FILING

8-279(2)
3106

[illegible] January 10, 1950

W. Talbot Sinclair, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Homer G. Johnson, assigned to the United States National Bank of Portland, on contract No. 3106, covering the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road in Columbia and Washington Counties. This payment, in the amount of $3,943.92, will be made on or after January 20, 1950. The retained percentage is $4,120.78.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Robert P. Dawson
Route 2, Box 536
Beaverton, Oregon

NOTED ON CARD

1-10-50 gl

RECEIVED
DEC 30 1949
FOR FILING

8-279(2)

3106

December 29, 1949

W. Talbot Sinclair, Manager
United States Fidelity and Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Homer G. Johnson, assigned to U. S. National Bank of Portland, a portion of the funds that heretofore have been retained by the Commission, in connection with Contract No. 3106 for grading and surfacing on the Sheeley Bridge—Sunset Camp section of the Upper Nehalem Co. Road in Columbia and Washington counties. This payment, which is in the amount of $6,417.83, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,998.81. The present payment to the contractor will be made on or after January 9, 1950.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ams

cc Robert F. Dawson
Route 2, Box 536
Beaverton, Oregon

NOTED ON CARD
12-29-49 gc

RECEIVED
DEC 2? 1949
FOR FILING

S-279(2)

2106

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 19, 1949

NOTED
V. C. WILLIAMS

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith copy of A. B. Dean's report of December 16th regarding the fill settlement at the Robinson Creek culvert on the Sunset Camp-Sheeley Bridge project on the upper Nehalem Federal Secondary Highway. I am also enclosing a State Force Order on this project to correct this fill settlement condition at this location, and to make necessary repairs to the oil surface. This work is estimated to cost $100.00.

I called you on this matter last Friday. It appears that this settlement was reported to this office by Ross Hartrampf, County Engineer of Washington County. I believe the question is raised by him as to whether or not this road has been turned back to the county, particularly in regard as to who would make the necessary repairs. Mr. Stream of this office talked to Mr. Williams about this matter, as to whether or not the road had been turned back to Washington County. Apparently the county has not yet been advised that this road is completed.

I have had our maintenance forces put up necessary sight posts to make this area safe for traffic, and we will make the necessary repairs in the near future, if this order is approved.

Yours very truly,

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: V. C. Williams ✓
A. B. Dean
L. R. Chandler

RECEIVED
DEC 22 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

8-279(2)

3106

December 19, 1949

Honorable J. W. Hunt
County Judge, Columbia County
St. Helens, Oregon

C WILLIAMS

Dear Sir:

This is to advise that Contract No. 3106 for grading and oil mat surfacing of the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road in Columbia County, F.A.S. Highway No. 12, was completed by the contractor November 15, 1949.

As the agreement, signed by the County Court and the State Highway Commission under dates of February 16, 1949 and March 1, 1949, provides that the County shall maintain certain sections of the Upper Nehalem County Road which are covered in the contract completed November 15, 1949, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Columbia County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
John W. Cattrall
Acting Engineer,
County and City Relations

JFH:MM
cc: Mr. W. C. Williams

RECEIVED
DEC 23 1949
FOR FILING

S-279 (2)

3106

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 19, 1949

Honorable H. D. Kerkman
County Judge, Washington County
Hillsboro, Oregon

Dear Sir:

This is to advise that Contract No. 3106 for grading and oil mat surfacing of the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road, F.A.S. Highway No. 12, was completed by the contractor on November 15, 1949.

As the agreement, signed by the County Court and the State Highway Commission under dates of February 16, 1949 and March 1, 1949, provides that the County shall maintain certain sections of the Upper Nehalem County Road which are covered in the contract completed November 15, 1949, we are advising you that maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Washington County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
John W. Cattrall
Acting Engineer,
County and City Relations

JFE:MM
cc: Mr. W. C. Williams

RECEIVED
DEC 17 1949
FOR FILING

S-279(2)

3106

December 16, 1949

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on November 15, 1949 on Contract No. 3106, Sheeley Bridge-Sunset Camp Section, in connection with Federal Aid Project No. S-279 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DHF:ew

cc: John Cattrall

Form E-1-5M-1-48

8277 (2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 16th, 1949

Section Sheeley Bridge - Sunset Camp

Kind of work Grading and Oil Mat Surfacing

Highway Upper Nehalem County Road

Section prefix 205-1017

Contractor Homer G. Johnson

Contract number 3106

Date of contract February 28th, 1949

Date of completion November 30th, 1949

Date work started March 9th, 1949

Estimated date of completion November 15th, 1949

Amount of contract $ 138,888.50

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 139,754.75

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 8650.00, 104 %

Date project was completed Nov. 15th, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi -Final Estimate sent in December 16th, 1949.

This will be the final weekly report on this job.

NOTED
H. W. LIBBY

Signed A B Dean Res. Engr.

Address Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.04	1.04		5.65	
Miles partially completed					
Miles completed	All	All		All	
Total estimated quantities	22,900 CY	26,900 CY		260 Tons	
Estimated quantities moved or placed to date	18,932 "	20,785 "		254.96 Tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	Clear Cold		
Wednesday	"		
Thursday	Rain		
Friday	"		
Saturday	"		

RECEIVED
DEC 20 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
OCT 13 1949
FOR FILING

FORM E-30X 15M 6-49 32903

S-279(3)

3106

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Oct. 11, 1949

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
Oregon State Highway Department
Box 4644
Portland 2, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Price Agreement No. 3, Contract 3106, Sunset Camp-Sheeley Bridge Section Federal Aid Secondary Highway Project county road in Washington County. The material produced to date according to the September 10 estimate indicates 1240 cubic yards stockpiled at M.P. 69.2 on the Nehalem Secondary and 960 cubic yards at Sunset Camp on the Sunset Highway.

Although this rock was charged to the contract prefix under the terms of the price agreement, it is to be transferred and charged to the rock holding account of District 1-A.

In order that we may clear the file on this subject, please advise if the quantities above mentioned represent the total amount to be stockpiled. If this transfer can be completed before the end of the year all of the rock would be carried in the 1949 inventory; otherwise, two transfers would be required, one for the 1949 inventory and another for the 1950 inventory.

Very truly yours,

R. M. Smith
Assistant Maintenance Engineer

RMS:AE
cc: W. C. Williams
D. B. Parkes

RECEIVED
OCT 11 1949
FOR FILING

S-279(2)

3106

Mr Lewis

October 10, 1949

Marr and Horton
P. O. Box 5662
Portland 17, Oregon

Gentlemen:

Mr. S. H. Probert, Office Engineer, has advised us this morning that you desire information as to the method of filing a claim against Homer Johnson's contract 3106 for work on the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem Road in Columbia and Washington counties.

The United States Fidelity and Guaranty Company furnished the bond on this contract. Their agent in this instance is Robert P. Dawson Route 2, Box 536, Beaverton, Oregon.

We would suggest that your claim be filed with this office and with the surety in the form of a letter or statement; and if you feel that it is necessary to protect your claim beyond six months after the job is completed and accepted, that you file a claim with the Secretary of State. We are enclosing an excerpt from the Oregon Law outlining the procedure to be followed in filing a claim with the Secretary of State.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. S. H. Probert

Harr - Horton
P.O. Box 5662
Portland 17.

① Name of bonding company and agent

Homer Johnson contract - 3106

② Instructions re filing claims against bond.

RECEIVED
AUG 19 1949
FOR FILING

S-279(2)

3106

August 16, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering extra clearing, grubbing and excavation on the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road in Columbia and Washington Counties, Contract No. 3106, in connection with Federal Aid Project S-279 (2).

This work was necessary to move the roadway farther from the Nehalem River bank between stations 248 and 256, where the river had washed into the old roadbed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

DBP:ew

RECEIVED
JUL 8 1949
FOR FILING

8-279 (2)

3106

July 7, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering the furnishing and placing of 8" corrugated iron pipe on the Sheeley Bridge-Sunset Camp section of the Upper Nehalem County Road in Columbia and Washington Counties, Contract No. 3106, in connection with Federal Aid Project No. S-279 (2).

This work is necessary to drain springs encountered in the subgrade.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DWP/gs

Encl.

RECEIVED
JUN 2 1949
FOR FILING
ALASKA
MONTANA -279-(2)
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O.Box 3900
PORTLAND 8, OREGON

June 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-279(2)
Shelley Bridge-Sunset Camp Sec.
Upper Nehalem Road

Dear Sir:

Enclosed for your file is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUN - 3 1949
OREGON
STATE HIGHWAY COMMISSION

m PR 2 (Revised 1946)

18 pr 7693

State Oregon

Federal Aid Secondary Project No. S-279(2)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of June, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a program, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 14th day of February, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-two thousand and 00/100 dollars ($92,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 234+80 in the NE 1/4, Section 23, T. 4 N., R. 5 W., W.M.,

and survey station 535+22.5 in the NE 1/4, Section 9, T. 3 N., R. 5 W., W.M.,

except stations 270+95 to 272+64

, length 5.672 miles, in Columbia and Washington Counties

being Oregon Federal Aid/Secondary project No. S-279(2), consisting of 5.649 miles of roadway and two bridges, each of more than 20 feet clear span, 0.023 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety-two thousand and 00/100 dollars ($92,000.00), which does not exceed the authorized Federal pro rata share of one hundred fifty-two thousand seven hundred seventy-seven and 35/100 dollars ($152,777.35), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Ben R Chandler

Member, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

RECEIVED
MAY 27 1949
OREGON DISTRICT

RECEIVED
FOR FILING

S-279 (2)

April 29, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Shealey Bridge-Sunset Camp Section, Project No. S-279 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMM:cw

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-279 (2)

SHEELEY BRIDGE-SUNSET CAMP SECTION OF THE UPPER NEHALEM ROAD IN COLUMBIA AND WASHINGTON COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 11, 1949

Type Code 3210

Roadway (Sta. 234+00 to 535+22.5)

All Required		Clearing and Grubbing		$ 5,000.00
4.61	miles	Grader Work	$ 700.00	3,227.00
320	cu. yds.	Structural Excavation, Unclassified	3.50	1,120.00
22,900	cu. yds.	General Excavation, Unclassified	0.30	6,870.00
55,200	yd. sta.	Short Overhaul	0.02	1,104.00
480	C-yd. sta.	Long Overhaul	0.50	240.00
1.04	miles	Finishing Roadbed and Slopes	500.00	520.00
330	lin. ft.	12" Concrete Pipe	1.75	577.50
600	lin. ft.	18" Concrete Pipe	3.25	1,950.00
20	lin. ft.	36" Concrete Pipe	8.50	170.00
20	lin. ft.	30" Corrugated Metal Pipe	8.00	160.00
500	lin. ft.	Salvaging Culvert Pipe	2.00	1,000.00
21,000	cu. yds.	2¼" - 0" Material in Base	2.65	55,650.00
3,700	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	10,175.00
600	M-gals.	Sprinkling	2.00	1,200.00
5.65	miles	Preparation of Base	200.00	1,130.00
2,200	cu. yds.	Furnishing and Placing Aggregates	4.00	8,800.00
90	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	4,050.00
170	tons	Furnishing and Placing 151-200 Asphalt	42.00	7,140.00
			Subtotal	$110,083.50
			10% Engr. & Cont.	11,008.35
			Total	$121,091.85

STRUCTURES

Type Code X028

Robinson Creek Bridge (Sta. 464+14.5 to 464+35.0)

60	cu. yds.	Excavation for Structures	$ 10.00	$ 600.00
120	cu. yds.	Class "A" Concrete	70.00	8,400.00
8,000	lbs.	Metal Reinforcement	0.20	1,600.00
All Required		Provision for Traffic and Removal of Old Bridge at Robinson Creek		1,000.00
				$ 11,600.00

Type Code X021

Nehalem River Bridge (Sta. 527+95 to 528+95)

50	cu. yds.	Excavation for Structures	$ 10.00	$ 500.00
10	cu. yds.	Excavation Below Elevations Shown	20.00	200.00
130	lin. ft.	Furnish Treated Piling	1.50	195.00
8	only	Drive Piles	100.00	800.00
120	cu. yds.	Class "A" Concrete	70.00	8,400.00
31,000	lbs.	Metal Reinforcement	0.13	4,030.00
215	lin. ft.	Metal Rail	12.00	2,580.00
All Required		Removal of Old Bridge at Nehalem River		500.00
				$ 17,205.00

Subtotal	$ 28,805.00
10% Engr. & Cont.	2,880.50
Total	$ 31,685.50

Length of Roadway	5.649 miles
Length of 2 Bridges	.023 mile
Length of Project	5.672 miles
Cost per mile, Roadway	$21,435.97

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 121,091.85	$ 72,920.00	$ 48,171.85
Bridges	31,685.50	19,080.00	12,605.50
	$ 152,777.35	$ 92,000.00	$ 60,777.35

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

February 23, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Sheeley Bridge-Sunset Camp Section, Project No. S-[illegible] (2).

We are sending under separate cover six copies of plan sheets Numbers 1 and 2, six copies of special provision page Number 10 and six copies of bid sheet Number 3.

The specifications provided, originally for provisions for traffic and removal of old bridge at the Nehalem River. It has been determined an existing county road is available for detouring traffic during construction of the bridge and accordingly, bid item Number 27 has been revised to read "Removal of Old Bridge at Nehalem River."

The P. S. and E. papers being submitted, reflect this change.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.
JWH:md

Oregon State Highway Department

Federal Aid Secondary
Project No. S-279 (2)

SHEELEY BRIDGE-SUNSET CAMP SECTION OF THE UPPER NEHALEM ROAD IN COLUMBIA AND WASHINGTON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 23, 1949

Type Code 3210
Roadway (Sta. 234+00 to 535+22.5)

All Required		Clearing and Grubbing		$ 6,000.00
4.61	miles	Grader Work	$700.00	3,227.00
320	cu. yds.	Structural Excavation, Unclassified	3.00	960.00
22,900	cu. yds.	General Excavation, Unclassified	0.55	12,595.00
55,200	yd. stas.	Short Overhaul	0.02	1,104.00
480	C-yd. stas.	Long Overhaul	0.50	240.00
1.04	miles	Finishing Roadbed and Slopes	500.00	520.00
330	lin. ft.	12" Concrete Pipe	2.00	660.00
600	lin. ft.	18" Concrete Pipe	3.00	1,800.00
20	lin. ft.	36" Concrete Pipe	10.00	200.00
20	lin. ft.	30" Corr. Metal Pipe	8.00	160.00
500	lin. ft.	Salvaging Culvert Pipe	1.50	750.00
21,000	cu. yds.	2½" - 0" Material in Base	3.25	68,250.00
3,700	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	12,950.00
600	M-gals.	Sprinkling	3.00	1,800.00
5.65	miles	Preparation of Base	200.00	1,130.00
2,200	cu. yds.	Furnishing and Placing Aggregates	4.50	9,900.00
90	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	38.00	3,420.00
170	tons	Furnishing and Placing 151-200 Asphalt	38.00	6,460.00
110	tons	Furnishing and Placing RT-4 Tar in Binder Course	32.00	(Alternate)
206	tons	Furnishing and Placing RT-9 Tar	32.00	(Alternate)
			Subtotal	$132,126.00
			10% Engr. & Cont.	13,212.60
			Total	$145,338.60

STRUCTURES

Type Code X028
Robinson Creek Bridge (Sta. 464+14.5 to 464+35.0)

60	cu. yds.	Excavation for Structures	$ 5.00	$ 300.00
120	cu. yds.	Class "A" Concrete	65.00	7,800.00
8,000	lbs.	Metal Reinforcement	0.12	960.00
All Required		Provision for Traffic and Removal of Old Bridge at Robinson Creek		3,000.00
				$ 12,060.00

Type Code X021
Nehalem River Bridge (Sta. 527+95 to 528+95)

50	cu. yds.	Excavation for Structures	$ 5.00	$ 250.00
10	cu. yds.	Excavation Below Elevations Shown	10.00	100.00
130	lin. ft.	Furnish Treated Piling	1.50	195.00
8	only	Drive Piles	100.00	800.00
120	cu. yds.	Class "A" Concrete	65.00	7,800.00
31,000	lbs.	Metal Reinforcement	0.12	3,720.00
215	lin. ft.	Metal Rail	12.00	2,580.00
All Required		Removal of Old Bridge at Nehalem River		2,000.00
				$ 17,445.00

Subtotal	$ 29,505.00
10% Engr. & Cont.	2,950.50
Total	$ 32,455.50

Length of Roadway	5.649 miles
Length of 2 Bridges	.023 mile
Length of Project	5.672 miles
Cost per mile, Roadway	$25,728.19

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$145,338.60	$ 88,285.00	$57,053.60
Bridges	32,455.50	19,715.00	12,740.50
	$177,794.10	$108,000.00	$69,794.10

Oregon State Highway Department

Federal Aid Secondary
Project No. S-279 (2)

SHEELEY BRIDGE-SUNSET CAMP SECTION OF THE UPPER NEHALEM ROAD IN COLUMBIA AND WASHINGTON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

23
Salem, Oregon, February ~~8~~, 1949

Type Code 3210
Roadway (Sta. 234+00 to 535+22.5)

All Required		Clearing and Grubbing		$ 6,000.00
4.61	miles	Grader Work	$700.00	3,227.00
320	cu. yds.	Structural Excavation, Unclassified	3.00	960.00
22,900	cu. yds.	General Excavation, Unclassified	0.55	12,595.00
55,200	yd. stas.	Short Overhaul	0.02	1,104.00
480	C-yd. stas.	Long Overhaul	0.50	240.00
1.04	miles	Finishing Roadbed and Slopes	500.00	520.00
330	lin. ft.	12" Concrete Pipe	2.00	660.00
600	lin. ft.	18" Concrete Pipe	3.00	1,800.00
20	lin. ft.	36" Concrete Pipe	10.00	200.00
20	lin. ft.	30" Corr. Metal Pipe	8.00	160.00
500	lin. ft.	Salvaging Culvert Pipe	1.50	750.00
21,000	cu. yds.	2½" - 0" Material in Base	3.25	68,250.00
3,700	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	12,950.00
600	M-gals.	Sprinkling	3.00	1,800.00
5.65	miles	Preparation of Base	200.00	1,130.00
2,200	cu. yds.	Furnishing and Placing Aggregates	4.50	9,900.00
90	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	38.00	3,420.00
170	tons	Furnishing and Placing 151-200 Asphalt	38.00	6,460.00
110	tons	Furnishing and Placing RT-4 Tar in Binder Course	32.00	(Alternate)
206	tons	Furnishing and Placing RT-9 Tar	32.00	(Alternate)
			Subtotal	$132,126.00
			10% Engr. & Cont.	13,212.60
			Total	$145,338.60

STRUCTURES

Type Code X028
Robinson Creek Bridge (Sta. 464+14.5 to 464+35.0)

60 cu. yds.	Excavation for Structures	$ 5.00	$ 300.00
120 cu. yds.	Class "A" Concrete	65.00	7,800.00
8,000 lbs.	Metal Reinforcement	0.12	960.00
All Required	Provision for Traffic and Removal of Old Bridge at Robinson Creek		3,000.00
			$ 12,060.00

Type Code X021
Nehalem River Bridge (Sta. 527+95 to 528+95)

50 cu. yds.	Excavation for Structures	$ 5.00	$ 250.00
10 cu. yds.	Excavation Below Elevations Shown	10.00	100.00
130 lin. ft.	Furnish Treated Piling	1.50	195.00
8 only	Drive Piles	100.00	800.00
120 cu. yds.	Class "A" Concrete	65.00	7,800.00
31,000 lbs.	Metal Reinforcement	0.12	3,720.00
215 lin. ft.	Metal Rail	12.00	2,580.00
All Required	~~Provision for Traffic and~~ Removal of Old Bridge at Nehalem River		~~7,500.00~~ 2000.00
			~~$ 22,945.00~~ 17445.00

Subtotal	~~$ 35,005.00~~ 29505.00
10% Engr. & Cont.	~~3,500.50~~ 2950.50
Total	~~$ 38,505.50~~ 32,455.50

Length of Roadway	5.649 miles
Length of 2 Bridges	.023 ~~[illegible]~~ mile
~~Length of 1 Bridge (Exception)~~	~~[illegible] mile~~ ← Length of Project 5.672 miles
Cost per mile, Roadway	~~$25,728.19~~ 25,728.19

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$145,338.60	~~$ 85,380.00~~ 88285.00	~~$59,958.60~~ 57053.60
Bridges	~~38,505.50~~ 32455.50	~~22,620.00~~ 19715.00	~~15,885.50~~ 12740.50
	~~$183,844.10~~ 177,794.10	$108,000.00	~~$75,844.10~~ 69794.10

Oregon State Highway Department

Federal Aid Secondary
Project No. S-279 (2)

SHEELEY BRIDGE-SUNSET CAMP SECTION OF THE UPPER NEHALEM ROAD IN COLUMBIA AND WASHINGTON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 31, 1948

Roadway (Sta. 234+00 to 535+22.5)

All Required		Clearing and Grubbing		$ 6,000.00
4.60	miles	Grader Work	$ 1,000.00	4,600.00
320	cu. yds.	Structural Excavation, Unclassified	3.00	960.00
22,000	cu. yds.	General Excavation, Unclassified	0.55	12,100.00
48,000	yd. stas.	Short Overhaul	0.02	960.00
460	C-yd. stas.	Long Overhaul	0.50	230.00
1.04	miles	Finishing Roadbed and Slopes	500.00	520.00
330	lin. ft.	12" Concrete Pipe	2.00	660.00
600	lin. ft.	18" Concrete Pipe	3.00	1,800.00
20	lin. ft.	36" Concrete Pipe	9.00	180.00
20	lin. ft.	30" Corrugated Metal Pipe	8.00	160.00
500	lin. ft.	Salvaging Culvert Pipe	1.50	750.00
21,000	cu. yds.	2½" - 0" Material in Base	3.25	68,250.00
3,700	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	12,950.00
600	M-gals.	Sprinkling	3.00	1,800.00
5.64	miles	Preparation of Base	200.00	1,128.00
2,500	cu. yds.	Furnishing and Placing Aggregates	4.50	11,250.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	2,450.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Binder Course	35.00	3,500.00
120	tons	Furnishing and Placing 151-200 Asphalt	35.00	4,200.00
122	tons	Furnishing and Placing RT-4 Tar in Binder Course	30.00	(Alternate)
146	tons	Furnishing and Placing RT-9 Tar	30.00	(Alternate)
			Subtotal	$134,448.00
			10% Engr. & Cont.	13,444.80
			Total	$147,892.80

Length of Roadway	5.638 miles
Length of 3 Bridges (Exception)	.063 mile
Total Length	5.703 miles
Cost per mile, Roadway	$26,231.42

Federal Aid Funds- -	$ 83,000.00
State Funds- -	64,892.80
	$147,892.80

[illegible] BRIDGE-[illegible] CAMP SECTION

PROJECT NO. S-279 (2)

While negotiations for rights of way are in progress, one parcel has not been acquired nor has the right to occupy and use this parcel been secured but it is now believed all necessary rights of way can be made fully available within fourteen days.

R. H. Baldock
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

March 31, 1948

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

March 24, 1948
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

1948 F. Y. Federal Aid Secondary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Columbia & Washington

FA or FAS Route No. FAS-12

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	6	S-279(2)	S. end FAS 279-A to FA Rt. 27 at Sunset Camp	Survey-Plans					Gr., Dr., 2 Bridges 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	136,000	83,000	53,000		
				Total	136,000	83,000	53,000	5.67	
Requested Revision	6	S-279(2)	Same	Survey-Plans					Gr., Dr., 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	136,000	83,000	53,000		
				Total	136,000	83,000	53,000	5.70 5.64	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change:

Insufficient funds set up to construct project as previously programmed. County will maintain structures.

Recommended for approval ________ District Engineer ________ (date) Recommended: ________ Division Engineer ________ (date)

Approval Requested ________ Assistant State Highway Engineer 3/31/48 (date) Approved: ________ Acting Commissioner ________ (date)

P-3868

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 28, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. S-279(2), Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road, to Homer G. Johnson, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
[illegible]

February 28, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. S-279(2), Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road, to Homer G. Johnson, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 14, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-279(2), Sheely Bridge - Sunset Camp Section of the Upper Nehalem Road in Columbia and Washington Counties, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending approval of program change requested in your letter of January 28, 1949.

Copies of maintenance and encroachment resolutions by Columbia and Washington County Courts should be submitted prior to submission of the project agreement estimate.

The total length of the project should be shown on the project agreement estimate as 5.672 miles including 0.023 mile of bridges.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

RECEIVED
16
STATE HIGHWAY COMMISSION

February 14, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-279(2), Sheely Bridge - Sunset Camp Section of the Upper Nehalem Road in Columbia and Washington Counties, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending approval of program change requested in your letter of January 28, 1949.

Copies of maintenance and encroachment resolutions by Columbia and Washington County Courts should be submitted prior to submission of the project agreement estimate.

The total length of the project should be shown on the project agreement estimate as 5.672 miles including 0.023 mile of bridges.

Very truly yours,

T. H. DAVIS
District Engineer

January 28, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to item number 6 of the FY Federal-aid Secondary Highway Program, Project No. S-279 (2), Sheely Bridge-Sunset Camp Section.

As originally programmed, the project included the construction of two bridges which were later deleted to keep the cost of the project within the programmed amount.

Since additional Federal-aid Secondary funds are now available it is our desire to restore the construction of the bridge as a part of the project.

This change will increase the total cost of the project from $136,000, to $180,000. Likewise the Federal funds will be increased from $83,000, to $108,000.

One copy of form PR-9 is being enclosed indicating the program change details.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.
JWH:md

SHERLEY BRIDGE - SUNSET CAMP SECTION

PROJECT NO. S-279 (2)

All necessary rights of way have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

March 24, 1948

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of form PR-9 covering program change for the Sunset Camp-Nehalem River Section, Project No. S-279 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

JWN:nd

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

March 24, 1948
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

1948 F. Y. Federal Aid Secondary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Columbia and Washington

FA or FAS Route No. FAS-12

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	6	S-279(2)	S. end FAS 279-A to FA Rt. 27 at Sunset Camp	Survey-Plans					Gr., Dr., 2 Bridges, 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	136,000	83,000	53,000		
				Total	136,000	83,000	53,000	5.67	
Requested Revision	6	S-279(2)	S. end FAS 279-A to 1.3 mi. S. of FA Rt. 27 at Sunset Camp	Survey-Plans					Gr., Dr., 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	136,000	83,000	53,000		
				Total	136,000	83,000	53,000	4.32	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Insufficient funds set up to construct project as previously programmed. North end of project cut back to reduce length 1.3 miles and eliminate bridges.

commended for approval ______ District Engineer ______ (date) Recommended: ______ Division Engineer ______ (date)

Approval Requested ______ State Highway Engineer 3/24/48 Approved: ______ Acting Commissioner ______ (date)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 8, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that our Washington Office has approved Form PR-9 forwarded with your letter of January 22, 1948 and requesting change in termini and addition of bridge construction to Oregon Project S-279(2), Sunset Camp - Nehalem River.

The change approved February 25, 1948, revises Item 6 of your 1948 Federal Aid Secondary (Postwar) Program to permit reduction in length from 10.21 to 5.67 miles and also the addition of two bridges.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
MAR 9 1948
OREGON
STATE HIGHWAY COMMISSION

March 8, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that our Washington Office has approved Form PR-9 forwarded with your letter of January 22, 1948 and requesting change in termini and addition of bridge construction to Oregon Project S-279(2), Sunset Camp - Nehalem River.

The change approved February 25, 1948, revises Item 6 of your 1948 Federal Aid Secondary (Postwar) Program to permit reduction in length from 10.21 to 5.67 miles and also the addition of two bridges.

Very truly yours,

T. H. DAVIS
District Engineer.

February 6, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing the copies of PR-9 covering program changes for the Sunset Camp-Nehalem River Section, Project No. S-279 (2), which copies were returned by you for signature.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:cw

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

January 30, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of January 22, 1948 enclosing eight copies of PR-9 requesting change in terminal and the inclusion of construction of two bridges on the Sunset Camp-Nehalem River Section, S-279(2). We notice these copies were not signed and are herewith returning them for your signature.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

Encl.

RECEIVED
FEB [illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

January 22, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of PR-9 requesting change in terminal and the inclusion of construction of two bridges on the Sunset Camp-Nehalem River Section, Project No. S-279 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

J Biew

S.703
.032

S.271

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 22, 1948
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

1948 F. Y. Federal-aid Secondary Program
(Previous Program)

May 29, 1947
(Date of Approval)

COUNTY Columbia & Washington

FA or FAS Route No. FAS-12

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	6	S-279 (2)	3 mi.S. of Vernonia to F.A. Rt. 27 at Sunset Camp	Survey-Plans					Gr., Dr., 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	136,000	83,000	53,000		
				Total	136,000	83,000	53,000	10.21	
Requested Revision	6	S-279 (2)	S. end FAS 279-A to F.A. Rt. 27 at Sunset Camp	Survey-Plans					Gr., Dr., 2 Bridges 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	136,000	83,000	53,000		
				Total	136,000	83,000	53,000	5.67	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: To include construction of 2 bridges and reduce length of project to conform with request of P.R.A.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approval requested ______ State Highway Engineer 1/22/48

Approved: ______ Acting Commissioner ______ (date)

P-3868

RECEIVED
APR 1 1949
FOR FILING

S-279(2)

March 30, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project S-279(2), Sheeley
Bridge - Sunset Camp Section

Dear Sir:

We have received the following comment from our Washington Office on the above captioned project:

> "The tops of the End Bent timber piles, shown on drawing 9184, should be wrapped with felt to reduce the possibility of moment being carried into the piles from continuity, and to minimize the "working" of the loaded piles caused by temperature, shrinkage, and moments induced by live loads.
>
> We suggest the pile imbedment be increased to 12 inches and a minimum distance of 9 inches from the side of the pile to the vertical face of the concrete be maintained.

Very truly yours,

T. M. DAVIS
District Engineer

[illegible]

RECEIVED
MAR 29 1949
FOR FILING

D-279 (2)

3106

March 29, 1949

Mr. Homer G. Johnson
3166 N. Greeley Avenue
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3106, which was awarded to you on February 28, 1949 by the State Highway Commission, covering Sheeley Bridge--Sunset Camp Section of the Upper Nehalem County Road in Columbia and Washington Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

[illegible]

RECEIVED
MAR 15 1949
FOR FILING

8-297(2)

3106

March 14, 1949

Mr. Homer G. Johnson
3166 N. Greeley Avenue
Portland 12, Oregon

Dear Sir:

As requested in your letter of March 12, approval is granted for subcontracting certain portions of your Contract No. 3106, Sheeley Bridge-Summit Camp section, as listed below:

1. To the Astoria Heavy Hauling Co. for all of Items 1, 4, 5, 6, 7 and such parts of the structure excavation and culvert items as are involved between Stations 479+40 and 535+22.5.

2. To Bertrander & Marshal, all of items in part 11, Nehalem River Viaduct; and all of items in part 111, Robinson Creek Culverts.

3. To J. E. Compton for items: part of Item 17 and all of Items 18 and 19.

The above items total approximately $58,000, or 42% of your contract. It shall definitely be understood that in no event shall the total subcontracted items exceed 50% of the amount of your contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. T. M. Davis
Mr. H. G. Smith
Mr. A. G. Skelton

HOMER G. JOHNSON
GENERAL CONTRACTOR

HOME OFFICE
3166 N. GREELEY AVENUE
PORTLAND 12, OREGON

TELEPHONE
TRINITY 0235

March 12, 1949

Mr. R. H. Baldock
Oregon State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to Contract #3106,
Shealey Bridge--Sunset Camp Project.

NOTED
W. C. WILLIAMS

I am requesting permission to subcontract certain portions of the above contract to the following contractors, who quoted prices in advance of the letting for their portions of the work.

1 To the Astoria Heavy Hauling Co. for all of items 1, 4, 5, 6, 7 and such parts of the structure excavation and culvert items as are involved between Stations 479 + 40 and 535 + 22.5.

13,600.
500
4,100.00

2 To Berkemeier & Seramel, all of items in part 11, Nehalem River Viaduct; & all of items in part 111, Robinson Creek Culverts.

17 209.00
11,600.00

3 To J. C. Compton for items: Part of item 17 and all of items 18 and 19.

8,800
4

15,590.00

The conditions of these proposed subcontracts will grant to each subcontractor complete authority to carry on the work in cooperation with your Engineers as if they were the General Contractor, insofar as the work involved in their subcontracts is concerned.

I have neither the organization nor the equipment to perform this work directly, and am retaining only a very small amount of the bid prices on this work which I propose to sublet.

I trust this will receive your approval without delay in order that these subcontractors can proceed with their work.

Yours very truly,
Homer G. Johnson
Homer G. Johnson

42 70
58 4

139,888.50

RECEIVED
1
STATE HIGHWAY COMMISSION

RECEIVED
MAR 14 1949
FOR FILING

S-279(2)

3106

File

March 11, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 9, 1949 on Contract No. 3106, Shealey Bridge-Sunset Camp Section in connection with Federal Aid Project No. S-279 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

[illegible]

RECEIVED
[illegible]

FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUFF, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

8-279(2)

March 3, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P.O. Box 3900
Portland 8, Oregon

Dear Sir:

I am enclosing four copies each of encroachment resolutions and maintenance agreements with Columbia and Washington Counties dated February 16, 1949.

These resolutions and agreements were prepared in connection with Project S-279(2), Sheeley Bridge to Sunset Camp Section, F.A.S. Highway No. 12. The contract was awarded on February 28, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper J.F.H.
Forrest Cooper
Engineer, County and City Relations

JFH:MH
Encl.

cc: Mr. J. W. Nash

Oregon Project S-279(2)

RESOLUTION

WHEREAS, a County Road in Columbia County, State of Oregon, known as the Upper Nehalem County Road, is routed through the County of Columbia, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Columbia County, the section adopted for improvement being more particularly described as follows; to wit:

From State Highway Engineer's Survey Station 234+00 in Sec. 23, T. 4N., R. 5W., W.M. southerly to the Washington - Columbia county line, a distance of 3.11 miles.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of Columbia will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of Columbia County, Oregon, that no encroachments will be permitted on the county road, known as the Upper Nehalem County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Columbia County, Oregon, this 16th day of July, 1949.

Attest:

By ____________
County Judge

____
County Clerk

By Donald Larcher
County Commissioner

By Clyde Henderson
County Commissioner

- - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the County Court of Columbia County, Oregon, on the ________ day of ____________, 194__, at the regular or special meeting of said County Court.

Dated this ________ day of ____________, 194__.

____
County Clerk

Oregon Project S-279(2)

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER THE FEDERAL AID ROAD ACT AND ACTS AMENDATORY THEREOF AND SUPPLEMENTARY THERETO

The **County of Columbia** (municipality or political subdivision), State of Oregon, hereinafter referred to as **County**, and the Oregon State Highway Commission, hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of **3.11** miles of **Federal Aid Secondary Highway No.12** (municipal, or secondary or feeder) highway from **State Highway Engineer's Survey Station 234+00 in Sec. 23, T. 4N., R. 5W., W.M.** to **the Washington - Columbia county line**, known as **Upper Nehalem Road** (local name of street or road), and to be designated as Oregon Project No. **S-279(2)**, and will recommend its approval by the Federal Works Administrator for construction with funds apportioned to the State under the Federal Aid Road Act and Acts amendatory thereof and supplementary thereto; subject, however, to the condition that the **County** (municipality or political subdivision) shall provide for its proper maintenance after completion of its improvement.

2. That the said **County** (municipality or political subdivision) hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Federal Works Administrator, and agrees that if such project is approved and constructed by the Highway Department and the Federal Works Administrator it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said **County** (municipality or political subdivision) hereby agrees to bear the cost, if any, of maintaining such of its streets or roads as

may be used as detours during the performance of the work on the aforementioned project.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the **County** (municipality or political subdivision) on the 16th day of Feby, 1949, and the Highway Department on the 1st day of March, 1949.

County of Columbia
(Municipality or political subdivision)

Attest:
C W Wickman
County Clerk

By
County Judge

By Donald Parker
County Commissioner

By Clyde Henderson
County Commissioner

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest:
H B Glaisyer
Secretary

By
As Chairman

By A W Schaupp
As Commissioner

By Ben R Chandler
As Commissioner

RECOMMENDED FOR APPROVAL
Assistant STATE HIGHWAY ENGINEER

Note: Any official signing for and on behalf of a municipality or political subdivision should attach an original or authenticated copy of order, resolution, ordinance, or charter provision, or a citation to statute, under the authority of which this agreement is executed. Each agreement should be executed in duplicate and a certified copy should be furnished for the Public Roads Administration.

RECEIVED
MAR 2 1949
FOR FILING

S-279(3)

3106

March 2, 1949

Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

Dear Sir:

The State Highway Commission on February 28 awarded you the contract for grading, surfacing, oiling and the construction of a concrete viaduct and box culvert on the Sheeley Bridge-Sunset Camp Section of the Upper Nehalem County Road in Columbia and Washington counties. This award was based on your low bid of $136,838.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - S. H. Probert

RECEIVED
FOR FILING
OREGON DISTRICT
S-279(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that the program change requested for Project No. S-279(2), has been approved effective February 10, 1949.

The current status as approved:

Total Cost	$180,000
Federal Funds	$108,000
Mileage	5.67

(Item 14, Postwar Federal Aid Secondary Highway Program)

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
[illegible] COMMISSION

Tm

RECEIVED
JAN 31 1949
FOR FILING
S-279(2)

January 28, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to item number 6 of the FY Federal-aid Secondary Highway Program, Project No. S-279 (2), Sheely Bridge-Sunset Camp Section.

As originally programmed, the project included the construction of two bridges which were later deleted to keep the cost of the project within the programmed amount.

Since additional Federal-aid Secondary funds are now available it is our desire to restore the construction of the bridges as a part of the project.

This change will increase the total cost of the project from $136,000, to $180,000. Likewise the Federal funds will be increased from $83,000, to $108,000.

One copy of form PR-9 is being enclosed indicating the program change details.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.
JWH:md

1311-G

20612

September 8, 1948

Honorable H. D. Kirkman
County Judge of Washington County
Hillsboro, Oregon

Dear Mr. Kirkman:

A few days ago, when I was at your office, you asked about the project from Sheeley Bridge in Columbia County to Sunset Camp in Washington County. You also said the bridge across the Nehalem River near Sunset Camp had fallen.

I have discussed this matter with Mr. W. C. Williams, Assistant State Highway Engineer, who advises that the funds set aside for the rebuilding of this section are not sufficient to cover the rebuilding of the necessary bridges. I understand that as soon as more funds are available consideration will be given to the matter of the road reconstruction, together with the bridges.

In the meantime, I presume the detour around the damaged bridge will need to be used.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

CHA:mc

cc Mr. W. C. Williams
Hon. J. W. Hunt

NOTED
Harold C. Ayers

NOTED
JOHN W. CATTRALL

NOTED
J. F. HAC[illegible]ANN

205-12

EXCERPT FROM MINUTES OF THE OREGON STATE HIGHWAY COMMISSION

OF APRIL 20, 1948

"The Engineer requested instructions regarding the construction of the Sheeley Bridge-Sunset Camp project on Federal Aid Secondary Highway No. 12 in Columbia and Washington Counties. He advised that this is a Federal Aid County Road project consisting of surfacing and oiling, for which the sum of $119,000 was budgeted in the Postwar Program, although the current estimate of cost is $136,000, exclusive of two bridges on the Washington County end that are in bad condition, and must either be replaced or extensively repaired. He estimated the cost to replace these two structures at $45,000, which would make the total cost of the project $181,000. The Public Roads Administration, he said, will not approve the project unless provision is made for the repair and maintenance of the bridges, and the Washington County Court has advised that it will maintain the two bridges only when more county funds are available. He declared this is an unsatisfactory arrangement, as the bridges must be taken care of now; moreover, it is not acceptable to the Public Roads Administration. He suggested three solutions -- that Washington County definitely agree to take care of the bridges now; that the Commission increase the authorization for the project to $181,000; that the project either be deferred or the funds transferred to some other project. Following discussion the Commission unanimously deferred its decision until consideration is given to the formulation of the next construction program."

September 9, 1948

RECEIVED
MAR 3 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
PORTLAND 8, OREGON

S-279(2)
S-279(1)

September 10, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Item No. 6 of the Oregon 1948 F.A.S. Program covering Project S-279(2), "3 miles south of Vernonia to F.A. Route 27 at Sunset Camp", 10.21 miles grading, draining and 2-lane intermediate type surfacing. Estimated Cost $136,000 - Federal Aid $83,000.

A re-examination of this program item indicates it includes reconstruction of a previously constructed Federal Aid Secondary Project No. S-279(1), which project began at Station 64 about 1.2 miles southeasterly of the connection with the Nehalem Highway and extended 3.2 miles (Station 230) toward Sunset Camp.

Inspections during the past few years have shown the maintenance of this project as unsatisfactory, and portions of this project now need reconstruction. Since this matter has been called to the attention of the Columbia County Authorities on several occasions, we are of the opinion that in view of the unsatisfactory maintenance, we are not justified in spending additional Federal funds to perform reconstruction that is apparently the result of lack of maintenance.

Therefore, if and when P.S.& E. papers are submitted for this project, our recommendation will exclude from Federal participation that portion included in S-279(1) as above outlined.

Very truly yours,

PROBERT ✓

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
SEP 11 1947
OREGON
STATE HIGHWAY COMMISSION

F-29(4) Shields Creek & Lookingglass 1949
Creek Bridge Sec.
#3107

RECEIVED
FOR FILING

7-29 (4)

3107

November 27, 1950

Mr. R. E. Jennis
Ten Mile, Oregon

Dear Mr. Jennis:

We have your letter of November 20 advising that Lindstrom Brothers owe you $30.00 for labor performed in cleaning up around the Lookingglass Bridge. Lindstrom Bros., Inc. address is 7335 N. E. Broadway Street, Portland 13, Oregon.

Lindstrom Brothers have had many contracts with the State Highway Commission and their record has been very good; however, if you are unable to collect your wages by contacting them directly please let us know.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Address
Ten Mile Ore
Nov 20 — 1950

RECEIVED
NOV 21
[illegible]
STATE HIGHWAY [illegible]

State Hiway Road
Commissioner

Dear Sir:—
3107

I am writing you a few lines, in regward to the work i done on the state Highway bridge, For the Finstrum Bros. I put in two days work, and have not recieved any Money as i was to get $15.00 a day, and put two full days Cleaning up Burning up the old lumber, and cleanig up on the looking glass Bridge and have not recieved my would you Give me Finstrum Brothers addres As i Which two Collect it. I have $30.00 comming for 2 days work Yours Very Truly

R. E. Jennie Ten Mile Ore

address
Ten Mile Ore

Nov 20 — 1950

State Hiway Road
Commissioner

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

Dear Sir; —

3107

I am writing you a few lines, in reguard to the work i done on the state Highway Bridge, For the Tinstrum Bros. I Put in two days work, and have not recieved any Money as i was to get $15.00 a day, and put two full days Cleaning up Burning up the old lumber, and cleanig up on the looking Glass Bridge and have not recieved my would you Give me Tinstrum Brothers addres As i which too Collect it. I have $30.00 comming for 2 days work Yours Very Truely R. E. Jennie Ten Mile Ore

RECEIVED
OCT 19 1950
FOR FILING

7-79(4)

3107

October 17, 1950

Lindstrom Bros., Inc.
7335 N. E. Broadway
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 28, 1950, had under discussion your request for an extension of time of 25 days, from July 31 to August 25, 1950, within which to complete your contract No. 3107 covering construction of Shields Creek, Upper and Lower Lookingglass Creek Bridges on the Coos Bay-Roseburg Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D Lytle,
Division Engineer

E. H. Ash,
Resident Engineer

W. A. Reeves

NOTED ON CARD

10-17-50

RECEIVED
1950
FOR FILING

7-29-4

OREGON STATE HIGHWAY COMMISSION
(date)
September 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3107	13-final	Lindstrom Bros., Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16068	702	5,156.82	9/29/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
10-3-50 a.g.l.

Warrant Mailed: OCT 3 1950

OREGON STATE HIGHWAY COMMISSION
(date)
September 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3107	13-final	Lindstrom Bros., Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16068	702	5,156.82	9/29/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: July 31, 1950

Time Extensions: Extended to Aug. 25, 1950 without penalty

Completion Date: Aug. 25, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-3-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
SEP 26 1950
FOR FILING

7-29 (4)

3107

September 22, 1950

Request for Extension of Time
No. 14
September 28 and 29 Meeting

State Highway Commission

Gentlemen:

Re: Olalla Creek, Upper and Lower Lookingglass Creek Bridge Sections,
Contract No. 3107,
Lindstrom Bros., Inc., Contractors

Herewith copy of an application for an extension of time from July 31, 1950 to August 25, 1950, for the completion of the bridges and approaches of the Olalla Creek, Upper Lookingglass and Lower Lookingglass Creek Bridge Section on the Coos Bay-Roseburg Highway in Douglas County.

This time extension is in accordance with the terms of the contract. All work on this contract, other than the small amount of concrete finishing and cleaning up, was completed prior to the completion date specified in the contract. Our final inspection, however, showed the need of these small items of work, for which the contractor returned to the bridge and completed on August 25.

We are recommending that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
P 13 1950
FOR FILING

7.29 (4)

3107

September 12, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

State Highway Contract No. 3107 for work on Shields Creek Bridge, Upper Lookingglass Creek Bridge and Lower Lookingglass Creek Bridge on the Coos Bay-Roseburg Highway in Douglas County, has been completed by the contractor, Lindstrom Bros., Inc., and final payment in the amount of $170,720.94 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $170,720.94, and that no force account work was performed on the project. This contract was completed on August 25, 1950, but has not as yet been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - C. A. Tomassens and Sons
614 Wilcox Building
Portland 4, Oregon

NOTED ON CARD
9-12-50 al

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FOR FILING

7-29(4)

3107

July 25, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Lindstrom Bros., Inc., on Contract No. 3107, covering Viaduct work at the Shields Creek Bridge, Upper Lookingglass Creek Bridge and Lower Lookingglass Creek Bridge, on the Coos Bay-Roseburg Highway in Douglas County. This payment, in the amount of $17,231.35, will be made on or after August 4, 1950. The retained percentage is $5,120.54.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

RECEIVED
JUN 23 1950
FOR FILING

FORM E-30X 20M 9-49 34993

F-29(4)

3107

1918

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1950

SUBJECT:

To:

Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I am returning herewith the Order for State Froce Work dated April 20 which you submitted to cover the work done by state forces in maintaining the approaches to bridges in the Upper and Lower Lookingglass Creek Bridge Section. We apparently have no written authorization from the contractor to do this work and deduct from his estimates, nor do we have any record of a notice to him that we were proceeding with the work at his expense. In view of this, we have no chance at all of collecting these maintenance costs from him.

I would suggest that you make up a new Order for State Force Work, using Account No. 272 rather than 202 and omitting reference to repayment by contractor for these costs.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached
cc E. H. Ash
W. C. Williams ✓

OREGON STATE HIGHWAY CO

INTER-DEPARTMENT CORRESPONDEN

FOR FILING

May 31, 1950 **ASSIGNMENT** No. 1918

By

Description: Order for State Force Work, Upper & Lower Lockingglass Bridge Section, Contract No. 3107

Acknowledged by _ _ _ _ _ Referred to _ Paxson _ _ _ _ _ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed _6-22-50_ Report received _ _ _ _ _ _
me

Remarks: For approval if OK. Did we notify contractor we would do work and charge to him? Any comment?

RECEIVED
FOR FILING

~~ALASKA~~
MONTANA
OREGON F 29(4)
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O.Box 3900
PORTLAND 8, OREGON

June 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for your file is an executed copy of an agreement for Oregon Project F-29(4), Shields Creek Bridge, Upper Looking Glass Creek Bridge, and Lower Looking Glass Creek Bridge Sections of the Coos Bay-Roseburg Highway in Douglas County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUN -3 1949
OREGON
STATE HIGHWAY COMMISSION

Ton

orm PR 2 (Revised 1946)

pr 7685

State Oregon

Federal Aid Project No. F-29(4)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of June, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of January, 1947, a program, which was approved on the 17th day of March, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of February, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eighteen thousand and 00/100 dollars ($118,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11870-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 998+90 in the SE 1/4, Section 31, T. 28 S., R. 7 W., W.M., and survey station 1467+00 in the NW 1/4, Section 21, T. 28 S., R. 6 W., W.M., except stations 1000+30 to 1177+00 and 1202+00 to 1446+00, length 0.897 miles, in Douglas County, being Oregon Federal Aid project No. F-29(4), consisting of 0.802 miles of roadway and three bridges, each of more than 20 feet clear span, 0.095 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

one hundred eighteen thousand and 00/100

dollars ($**118,000.00**), which does not exceed the authorized Federal pro rata share of

one hundred ninety-eight thousand twenty-four and 20/100

dollars ($**198,024.20**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Ben R Litfin
Member, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

MAY [illegible]
CR ON DISTRICT

RECEIVED
FOR FILING

F29(4)

April 29, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Shields Creek, Upper and Lower Lookingglass Creek Bridges, Project No. F-29 (4).

The program setup of Federal funds for this project is $43,000.00, but we are requesting the setup be increased to $118,000.00 which more nearly represents the permissible Federal participating.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

Encl.

Oregon State Highway Department

Federal Aid Project No. F-29 (4)

SHIELDS CREEK BRIDGE, UPPER LOOKINGGLASS CREEK BRIDGE AND LOWER LOOKINGGLASS CREEK BRIDGE SECTIONS OF THE COOS BAY-ROSEBURG HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 11, 1949

Type Code 5221
Roadway (Sta. 1177+00 to 1202+00) (Sta. 1446+00 to 1467+00)

All Required		Clearing and Grubbing		$ 5,000.00
60	cu. yd.	Trench Excavation, Unclassified	$ 3.00	180.00
45,000	cu. yd.	General Excavation, Unclassified	0.56	25,200.00
240,000	yd. sta.	Short Overhaul	0.02	4,800.00
3,900	C-yd. sta.	Long Overhaul	0.50	1,950.00
0.80	mile	Finishing Roadbed and Slopes	1,000.00	800.00
50	lin. ft.	12" Corrugated Metal Pipe	3.00	150.00
70	lin. ft.	36" Corrugated Metal Pipe	12.00	840.00
42	lin. ft.	Salvaging Culvert Pipe	6.00	252.00
6,600	cu. yd.	Selected Roadbed Topping	1.00	6,600.00
7,000	yd. mi.	Hauling Roadbed Topping	0.12	840.00
1,300	cu. yd.	3/4" - 0" Material in Leveling Course and Shoulders	3.75	4,875.00
150	M-gal.	Sprinkling	3.00	450.00
0.80	mile	Preparation of Base	1,000.00	800.00
750	cu. yd.	Furnishing and Placing Aggregates	7.00	5,250.00
60	tons	Furnishing & Placing 121-150 Asphalt	60.00	3,600.00
		Subtotal		$ 61,587.00
		10% Engr. & Cont.		6,158.70
		Total		$ 67,745.70

BRIDGES

Type Code X021
Shields Creek Bridge (Sta. 998+90 to 1000+30)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
70	cu. yds.	Structural Excavation	$ 6.00	420.00
10	cu. yds.	Structural Excavation below Elevation Shown	10.00	100.00
130	lin. ft.	Furnish Steel Piling	8.00	1,040.00
8	only	Drive Steel Piles	100.00	800.00
235	cu. yds.	Class "A" Concrete	57.00	13,395.00
58,000	lbs.	Metal Reinforcement	0.11	6,380.00
300	lin. ft.	Metal Rail	11.00	3,300.00

All Required		Provisions for Traffic and Removal of Old Bridge	$	$ 5,000.00
				$ 32,435.00

Type Code K021

Upper Lookingglass Creek Bridge (Sta. 1170+77 to 1172+59.0)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
40	cu. yd.	Structural Excavation	$ 6.00	240.00
5	cu. yd.	Structural Excavation below Elevation Shown	10.00	50.00
160	lin. ft.	Furnish Steel Piling	8.00	1,280.00
8	only	Drive Steel Piles	100.00	800.00
330	cu. yd.	Class "A" Concrete	57.00	18,810.00
95,000	lbs.	Metal Reinforcement	0.11	10,450.00
380	lin. ft.	Metal Rail	11.00	4,180.00
All Required		Provision for Traffic & Removal of Old Bridge		5,000.00
				$ 42,810.00

Type Code K021

Lower Lookingglass Creek Bridge (Sta. 1451 +24.5 to 1453 + 06.5)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
60	cu. yd.	Structural Excavation	$ 6.00	360.00
5	cu. yd.	Structural Excavation Below Elevation Shown	10.00	50.00
220	lin. ft.	Furnish Steel Piles	8.00	1,760.00
8	only	Drive Steel Piles	100.00	800.00
330	cu. yd.	Class "A" Concrete	57.00	18,810.00
93,000	lbs.	Metal Reinforcement	0.11	10,230.00
380	lin. ft.	Metal Rail	11.00	4,180.00
All Required		Provision for Traffic and Removal of Old Bridge		5,000.00
				$ 43,190.00

Subtotal	$118,435.00
10% Engr. & Cont.	11,843.50
Total	$130,278.50

Length of Roadway	0.802 mile
Length of Bridge	0.095 mile
Total Length	0.897 mile
Cost Per Mile, Roadway	$84,470.94

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 67,745.70	$ 40,369.00	$ 27,376.70
Bridges	130,278.50	77,631.00	52,647.50
	$198,024.20	$118,000.00	$ 80,024.20

State Funds for Constr.: Cap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

February 3, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement, and one copy of form PR-9 covering program change, to accompany plans and specifications for the Shields Creek Bridge, Upper Lookingglass Creek Bridge and Lower Lookingglass Creek Bridge Section, Project No. F-29 (4).

Six copies of bid proposals and two sets of plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Incl.

Oregon State Highway Department   Federal Aid Project No. F-29 (4)

SHIELDS CREEK BRIDGE, UPPER LOOKINGGLASS CREEK BRIDGE AND LOWER LOOKINGGLASS CREEK BRIDGE SECTIONS OF THE COOS BAY-ROSEBURG HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 3, 1949

Type Code 5251

Roadway (Sta. 1177+00 to 1202+00)(Sta. 1446+00 to 1467+00)

All Required		Clearing and Grubbing		$ 1,000.00
60	cu. yds.	Trench Excavation, Unclassified	$ 5.00	300.00
45,000	cu. yds.	General Excavation, Unclassified	0.60	27,000.00
240,000	yd. stas.	Short Overhaul	0.03	7,200.00
3,900	C-yd. stas.	Long Overhaul	0.50	1,950.00
0.80	mile	Finishing Roadbed and Slopes	1,000.00	800.00
50	lin. ft.	12" Corr. Metal Pipe	2.50	125.00
70	lin. ft.	36" Corr. Metal Pipe	10.00	700.00
42	lin. ft.	Salvaging Culvert Pipe	2.00	84.00
6,600	cu. yds.	Selected Roadbed Topping	0.60	3,960.00
7,000	yd. mi.	Hauling Roadbed Topping	0.20	1,400.00
1,300	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	5.00	6,500.00
150	M-gals.	Sprinkling	3.00	450.00
0.80	mile	Preparation of Base	500.00	400.00
750	cu. yds.	Furnishing and Placing Aggregates	6.50	4,875.00
60	tons	Furnishing and Placing 121-150 Asphalt	60.00	3,600.00
72	tons	Furnishing and Placing RT-9 Tar	51.00	(Alternate)
			Subtotal	$ 60,344.00
			10% Engr. & Cont.	6,034.40
			Total	$ 66,378.40

BRIDGES

Type Code X021

Shields Creek Bridge (Sta. 998+90 to 1000+30)

All Required		Shoring, Cribbing, Etc.		$ 2,500.00
70	cu. yds.	Structural Excavation	$ 7.00	490.00

10	cu. yds.	Structural Excavation Below Elevation Shown	$ 10.00	$ 100.00
130	lin. ft.	Furnish Steel Piling	10.00	1,300.00
8	only	Drive Steel Piles	100.00	800.00
235	cu. yds.	Class "A" Concrete	60.00	14,100.00
58,000	lbs.	Metal Reinforcement	0.12	6,960.00
300	lin. ft.	Metal Rail	12.00	3,600.00
All Required		Provision for Traffic and Removal of Old Bridge		8,300.00
				$ 37,850.00

Type Code X021

Upper Lookingglass Creek Bridge (Sta. 1190+69.5 to 1192+51.5)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
40	cu. yds.	Structural Excavation	$ 7.00	280.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
160	lin. ft.	Furnish Steel Piling	10.00	1,600.00
8	only	Drive Steel Piles	100.00	800.00
330	cu. yds.	Class "A" Concrete	60.00	19,800.00
95,000	lbs.	Metal Reinforcement	0.12	11,400.00
380	lin. ft.	Metal Rail	12.00	4,560.00
All Required		Provision for Traffic and Removal of Old Bridge		8,500.00
				$ 48,990.00

Type Code X021

Lower Lookingglass Creek Bridge (Sta. 1451+24.5 to 1453+06.5)

All Required		Shoring, Cribbing, Etc.		$ 2,800.00
60	cu. yds.	Structural Excavation	$ 7.00	420.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
220	lin. ft.	Furnish Steel Piles	10.00	2,200.00
8	only	Drive Steel Piles	100.00	800.00
330	cu. yds.	Class "A" Concrete	60.00	19,800.00
93,000	lbs.	Metal Reinforcement	0.12	11,160.00
380	lin. ft.	Metal Rail	12.00	4,560.00
All Required		Provision for Traffic and Removal of Old Bridge		8,300.00
				$ 50,090.00

Subtotal	$136,930.00
10% Engr. & Cont.	13,693.00
Total	$150,623.00

Length of Roadway	0.802 mile
Length of Bridge	0.095 mile
Total Length	0.897 mile
Cost per mile, Roadway	$82,766.08

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 66,378.40	$13,153.00	$ 53,225.40
Bridge	150,623.00	29,847.00	120,776.00
	$217,001.40	$43,000.00	$174,001.40

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 3, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

P. W. Federal Aid Primary Highway Program
(Previous Program)

August 13, 1948
(Date of Approval)

COUNTY Douglas

FA or FAS Route No. FA 14

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	18	F-29(4)	3 Xings Lookingglass Cr. 0.9 mi., 5.8 mi. & 9.4 mi. W. of US 99	Survey-Plans					3 Bridges, Gr., Dr., 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	$86,000	$43,000	$43,000		
				Total	$86,000	$43,000	$43,000	0.260	
Requested Revision	18	F-29(4)	2 Xings Lookingglass Cr., 1 Xing Shield Cr. Locations, same as above	Survey-Plans					Same
				Right-of-Way					
				Construction	$217,001	$43,000	$174,001		
				Total	$217,001	$43,000	$174,001	0.897	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: One creek misnamed in original description. Original program provided for new structures of same length as existing structures with short approaches. Later and more accurate information determined necessity of raising grade on account of high water. This change resulted in considerably longer structures and approaches, with corresponding increase in cost.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

SHIELDS CREEK BRIDGE, UPPER LOOKINGGLASS CREEK BRIDGE AND LOWER LOOKINGGLASS CREEK BRIDGE SECTIONS

PROJECT NO. F-29 (4)

While negotiations for rights of way are in progress, two parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed all necessary rights of way can be made fully available within twenty-one days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

February 3, 1949

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-29(4), Shields Creek Bridge, Upper Lookingglass Creek Bridge and Lower Lookingglass Creek Bridge Section of the Coos Bay - Roseburg Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of notice that all right-of-way and rights-of-entry have been acquired and until the program change requested in your letter of February 3, 1949 has been approved. Also, test reports covering the plasticity index of the gravel to be used for the Upper Lookingglass Creek Bridge Section should be submitted.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

RECEIVED

February 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-29(4), Shields Creek Bridge, Upper Lookingglass Creek Bridge and Lower Lookingglass Creek Bridge Section of the Coos Bay - Roseburg Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of notice that all right-of-way and rights-of-entry have been acquired and until the program change requested in your letter of February 3, 1949 has been approved. Also, test reports covering the plasticity index of the gravel to be used for the Upper Lookingglass Creek Bridge Section should be submitted.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUN 2 1949
FOR FILING

OREGON DISTRICT

F29-4

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise you that the program change requested for Project No. F-29(4), has been approved effective February 16, 1949.

The current status as approved.

Total Cost	$217,001	
Federal Funds	43,000	(No Change)
Mileage	0.897	

(Item 18, Postwar Federal Aid Primary Highway Program)

Very truly yours,

T. M. DAVIS
District Engineer

STATE [illegible]

Jon

FORM E-151X 1M 6-40
RECEIVED
APR 2
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

429 (4)

3107

#3107

Files

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

April 19, 1949

Lindstrom Brothers
7335 N. E. Broadway Street
Portland, Oregon

Gentlemen:

Herewith two copies of the subcontract between yourselves and John A Logan covering the road work on the three bridges on the Coos Bay-Roseburg Highway in Douglas County.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

cc H. M. Teel
H. B. Glaisyer

Gerry
file agreement in contract.

RECEIVED
MAR 29 1949
FOR FILING
729 (4)
3107

March 29, 1949

Lindstrom Bros., Inc.
7335 N. E. Broadway St.
Portland, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3107, covering the Shields Creek Bridge Section, Upper Lookingglass Creek Bridge Section and Lower Lookingglass Creek Bridge Section of the Coos Bay-Roseburg Highway in Douglas County, awarded February 28, 1949.

Contract No. 3110, covering Marys River (Wren) Bridge Section of the Kings Valley Secondary Highway in Benton County, awarded March 1, 1949.

The above contracts are for your records and files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
MAR 2
FOR FILING

F-29(4)

3107

March 2, 1949

Lindstrom Brothers, Inc.
7335 N. E. Broadway
Portland 16, Oregon

Gentlemen:

The State Highway Commission on February 28 awarded you the contract for the construction of three concrete bridges and 0.80 mile highway roadbed on the Shields Creek and Lookingglass Creek Bridge Section of the Coos Bay—Roseburg Highway in Douglas County. This award was based on your low bid of $180,022 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - S. H. Probert
G. S. Paxson

RECEIVED
APR 4 1949
FOR FILING

OREGON DISTRICT
F-29(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 28, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. F-29(4), Shields Creek and Lookingglass Creek Bridge Section, to Lindstrom Bros. Inc., Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
STATE [illegible]

Jon

22-8302 Ranger Station-Toll Creek 1949
Rock Production Project on
the Santiam Highway.

#3108

2

RECEIVED
JAN - 4 1950
FOR FILING

R H. Baldock

December 19th, 1949

FINAL COST ANALYSIS

Ranger Station-Toll Creek Section Rock Production
Contract #3108
A. H. Saxton & Sons, Contractor
Darrel Rohrbough, Resident Engineer

South Santiam Highway
Prefix 22-8302-201(46)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in Stockpile	2,698.15	Cu. Yd.	$2.54	$2.80	$6,845.23	$7,554.82
½"-¼" Cr. Rock in Stockpile	3,037.61	" "	2.54	2.80	7,706.46	8,505.31
¼"-0" Cr. Rock in Stockpile	3,337.69	" "	2.54	2.80	8,467.75	9,345.53
2"-0" Cr. Rock in Stockpile	520.89	" "	2.54	3.00	1,321.50	1,562.67
Hauling Cr. Rock, Pile Measure	76,212.45	Yd. Mi.	0.104	0.14	7,935.16	10,669.74
S.P. Screen Rejects	701.33	Cu. Yd.	0.25	0.25	175.33	175.33
S.P. Hauling Rejects	43.88	Yd. Mi.	0.14	0.14	6.14	6.14
PA #1:						
3/4"-½" Cr. Rock in Stockpile	1,066.49	Cu. Yd.	2.54	1.80	2,705.69	1,919.68
½"-¼" Cr. Rock in Stockpile	970.00	" "	2.54	1.80	2,460.90	1,746.00
					$37,624.16	$41,485.22

Gross Revenue	$41,485.22
Total Cost	37,624.16
Net Profit	$ 3,861.06

Net Profit Equals 9.3% of Gross Revenue

A. H. Saxton & Sons

Detail of Cost

Labor:		
Supervision	$1,125.00	
Labor	13,665.97	
Payroll Insurance	1,334.19	
		$16,125.16
Equipment Rental and Misc. Expense:		
Equipment Rental, Owned	$9,679.60	
Equipment Rental, Hired	2,063.09	
Gas, Oil and Grease	2,616.35	
Explosives & Drill Steel	1,939.23	
Lumber	584.03	
Small Tools and Misc. Supplies	1,512.04	
P.U.C. Fees	335.94	
Freight	32.50	
P.L. & P.D. Insurance	364.74	
Bond	254.28	
Home Office and General Overhead	829.70	
		20,211.50
Subcontract (Drilling Coyote Hole)		1,287.50
Total Cost		$37,624.16

Breakdown of Crushing Costs

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up	$7,456.89	11,630.83	Cu. Yd.	$0.641
Clear and Strip Quarry	1,306.99	"	" "	0.112
Drill and Shoot	4,789.07	"	" "	0.412
Load and Haul to Crusher	5,530.33	"	" "	0.476
Crush	8,408.92	"	" "	0.723
Stockpile	2,015.33	"	" "	0.173
	$29,507.53	11,630.83	Cu. Yd.	$2.537

Remarks:

This was a "State Project". The contract, calling for furnishing of 11,200 cu. yds. of crushed rock in stockpiles on the South Santiam Highway, was bid and awarded February 28th, 1949. Work was started on the project April 4th, 1949, and the project was completed August 9th, 1949.

The contractor hired a drilling crew to excavate a coyote hole in the designated quarry at M.P. 54.86. The main drift was excavated back 50 feet and then teed to a depth of 25 feet on either side of the main tunnel.

Erection of a crushing plant at the quarry site was started June 28th, and completed July 13th. Because of a minimum amount of space, this was a difficult setup to make. The contractor had an exceptionally large crew on the plant erection and setup costs were high. The crushing plant consisted of a 3' x 18' feeder, 24" x 36" jaw crusher, 3' gyratory crusher, 36" cone crusher, 45 cu. yd. steel rock bunker, 2' x 6' scalping screen, 4' x 12' separating screen with conveyors and electric motors as required. The plant was powered with three diesel power units and one diesel generator unit.

The quarry was shot July 13th, and crushing operations started July 14th. Some of the rock from the top of the quarry broke large, and a considerable amount of reshooting was necessary, which slowed production during the first few days of operation.

Rock was loaded in the quarry with a 3/4 cu. yd. shovel and hauled to the crusher with two dumptors. Crushing operations were completed August 9th. The crusher operated 308 hours for an average production of 37.8 cu. yds. per hour. Production was low because of difficulty in getting rock to the crusher during the first part of crushing operations.

The crushed rock was hauled to stockpiles with five of the contractor's own trucks and two or three hired trucks. Stockpiling was done with a small dozer. After the project was completed some dirt was found in two of the stockpiles. This dirt had probably been introduced in these piles with the stockpiling dozer. The material in these piles was purchased on a price agreement for $1.00 per cu. yd. less than the contract price.

The contractor had excellent equipment and personally supervised the project, and a good profit was realized.

E. H. Clymer
Cost Analyst

By . . C. Swenson

RECEIVED
DEC 6 1949
FOR FILING

22-8302

Linn

December 5, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

Please be advised that State Highway Contract No. 3108, for rock production on the Ranger Station-Toll Creek Section of the Santiam Highway in Linn County, has been completed by the contractor, A. H. Saxton & Sons, and that final payment in the amount of $1,244.56 will be made on or after December 15, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $41,485.22, and that no force account work was performed on the project. This contract was completed August 9 and accepted by the Commission November 8, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates

NOTED ON CARD

12-5-49

RECEIVED
OCT 31 1949
FOR FILING

22-8302

3108

October 28, 1949

United Pacific Insurance Company
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to A. H. Saxton & Sons, on contract No. 3108, covering rock production on the Ranger Station-Toll Creek Section of the Santiam Highway in Linn County. This payment, in the amount of $3,099.36, will be made on or after November 7, 1949. The retained percentage is $1,244.56.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD
10-28-49 gl

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 8/13/49, 19

Section Ranger Station - Toll Creek
Kind of work Rock Production
Highway Santiam
Section prefix 22-8302
Contractor A. H. Saxton
Contract number 3108
Date of Contract February 28, 1949
Date of completion August 31, 1949
Date work started April 4, 1949
Estimated date of completion August 10, 1949
Amount of contract $42,380.00
Per cent of time elapsed 90.2 %
Estimated cost of completed project, exclusive of engineering $ 42,880.00
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $, %
Date project was completed August 9, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Crushing operations were completed on Tuesday and the contractor is now tearing down and moving out.

I understand the plant is moving to Coos Bay.

NOTED

Signed Res. Engr.
Address Box 100, Route 1, Albany, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M. BOOTH

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date			11,200		
Average daily quantities			"		
Average daily quantities necessary to complete project on time					
Number shifts per day			2		
Hours per shift			8		
Average force on project for week			30		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1.........

Compressors ..1......., Bulldozers .1........, Sheep-foot rollers ...., .4 .Trucks.............., 2. Dumpsters.........., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Cloudy		
Saturday	Fair		

RECEIVED
AUG 15 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 8 - 1949
FOR FILING

22-8302

3108

April 8, 1949

A. H. Saxton & Sons
Route 2
Corvallis
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3108 which was awarded to you on February 28, 1949 by the State Highway Commission, covering rock production on the Ranger Station-Toll Creek Section of the Santiam Highway in Linn County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING
22-8302
3108

March 2, 1949

A. H. Saxton and Sons
Route 2
Corvallis, Oregon

Gentlemen:

The State Highway Commission on February 28 awarded you the contract for the Ranger Station-Toll Creek Rock Production Project on the Santiam Highway in Linn County. This award was based on your low bid of $42,380 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc - S. H. Probert

22-1122 Steiwer Hill-Albany Roadside 1949
Improvement Project on the
#3109 Pacific Highway East

RECEIVED
MAR 13 1950
FOR FILING

Files

22-1122
3109

OREGON STATE HIGHWAY COMMISSION

March 9, 1950
(Date)

3109 (Contract No.)

7-final (Est. No.)

Spada Bros. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
8910	369948	500.00	3/8/50

[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

Completed:

ACCOUNTING DIVISION

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: MAR 13 1950

NOTED ON CARD
3-13-50 gl

OREGON STATE HIGHWAY COMMISSION

March 9, 1950
(Date)

3109 (Contract No.)
7-final (Est. No.)
Spada Bros. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
2910	369948	500.00	3/8/50

[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Nov. 30, 1949

ACCOUNTING DIVISION
aag

Completed: Nov. 30, 1949

Contract Accepted: Dec. 19, 1949

Time Extensions: None needed

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-10-50

Accounting Division:

Release of the above warrant is hereby authorized:

H B Glaisyer
H. B. Glaisyer

Warrant Mailed:

RECEIVED
JAN 27 1950
FOR FILING

22-1122

3109

January 25, 1950

National Surety Corporation
4 Albany St.
New York 6, N.Y.

Gentlemen:

This is to advise you that State Highway Contract No. 3109 for work on the Steiwer Hill-Albany Section of the Pacific Highway East, in Linn & Marion Counties has been completed by the contractor, Spada Bros., and that final payment in the amount of $500.00 will be made on or after February 4, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,949.49 and that no force account work was performed therein. This contract was completed on November 30, 1949, and accepted by the Commission December 19, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FN

cc - National Surety Corporation
W.S. Gilham, Res. Mgr.
Corbett Bldg.
Portland, Oregon

NOTED ON DA

1-25-50 J

RECEIVED
JAN - 4 1950
FOR FILING

73-1182

3109

December 22, 1949

National Surety Corp.
4 Albany St.
New York 6, N.Y.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Spada Brothers, on contract No. 3109, covering Roadside Improvement on the Steiwer Hill-Albany Section of the Pacific Highway East, in Linn and Marion Counties. This payment, in the amount of $4,707.62, will be made on or after December 31, 1949. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existense of any claims, debts, dues or demands insurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - National Surety Corp.
W.B. Gilham, Res. Mgr.
Corbett Bldg.
Portland 4, Oregon

[illegible]

12-22-49, JK

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 3, 1949

Section Steiner Hill- Albany

Kind of work Roadside Improvement

Highway Pacific East

Section prefix 22-1122

Contractor Spada Brothers

Contract number 3109

Date of Contract Feb. 28, 1949

Date of completion Nov. 30, 1949

Date work started June 21, 1949

Estimated date of completion Nov. 30, 1949

Amount of contract $13,670.87

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $14,700

Per cent of contract completed, based on total contract price %

Engineering cost to date $ 775, 5.7 %

Date project was completed Nov. 30, 1949, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work was completed on this project this week.

The semi-final estimate is now being prepared and will be turned in the latter part of next week.

NOTED
H. W. LIBBY

NOTED
E. M. [illegible]

NOTED
[illegible] G. SMITH

Signed Karl W. Rohrbough

Address Albany, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Rain		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Overcast		

RECEIVED
DEC 5 - 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 6 1949
FOR FILING

22-1122

3109

April 6, 1949

Spada Brothers
8507 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3109 which was awarded to you on February 28, 1949 by the State Highway Commission, covering the Steiwer Hill-Albany Section of Pacific Highway East in Linn and Marion Counties.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

[illegible]

RECEIVED
FOR FILING

22-1132

3109

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 4, 1949

IN REPLY PLEASE
REFER TO FILE

R 13851

Mr. H. E. Farris
3707 N. E. 19th Street
Portland 12, Oregon

C Willi

Dear Mr. Farris:

Reference is made to the settlement with you for right of way in the East half (E½) of Section 28, Township 10 South, Range 3 West, W. M., in Linn County, being on the Steiwer Hill-Murder Creek Section of the Pacific Highway East.

As shown by the final report compensation paid you included the moving of 26 rods of fence so as to conform to the additional right of way width acquired but it appears that this work has not yet been done.

At the last meeting of the State Highway Commission bids were received for a landscaping project on this section of the highway and it is requested that the fence be moved back to the proper right of way boundaries as promptly as possible so that there will be no delay with the operations of the contractor.

Your cooperation in the matter will be very much appreciated.

Very truly yours,

J. M. DEVERS

By
J. R. DeSOUZA
Assistant Counsel

JRD:MA

cc - Mr. R. C. Williams ✓
Mr. H. G. Smith
Mr. F. D. Mason
Mr. Mark Astrup

RECEIVED
FOR FILING
52-1122
2109

March 2, 1949

Spade Brothers
8507 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on February 28 awarded you the contract for the Steiwer Hill-Albany Roadside Improvement Project on the Pacific Highway East in Linn and Marion counties. This award was based on your low bid of $13,670.87.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - S. H. Probert

S-38(2) Marys River Bridge Sec. 1949

#3110

RECEIVED
OCT 5 1950
FOR FILING

8 38(2)

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3110	10-final	Lindstrom Bros., Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15461	639	$10,961.41	Sep. 28, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
10-4-50 gl

Warrant Mailed: OCT 4 1950
DBJ

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3110	10-final	Lindstrom Bros., Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15461	639	10,961.41	Sep. 28, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

aaw

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1950

Time Extensions: None required

Completion Date: July 21, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-2-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

HBGlaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
[illegible] 7 1950
FOR FILING

S-38(2)

3110

September 7, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3110, for work on the Marys River (Wren) Bridge Section of the Kings Valley Secondary Highway in Benton County, has been completed by the contractor, Lindstrom Bros.,Inc., and that final payment in the amount of $10,961.41 will be made on or after September 18, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $71,206.88, and that no force account work was performed on the project. This contract was completed on July 21 and accepted by the Commission on August 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

9-7-[illegible]

Form E-1—[illegible]—1-48

8-38(2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 30, 19 50

Section Marys River (Wren) Bridge

Kind of work Grading & Surfacing

Highway Kings Valley Secondary

Section prefix 102-1018

Contractor Lindstrom Bros.

Contract number 3110

Date of Contract See Bridge Report, 19

Date of completion July 31, 19 50

Date work started See Bridge Report, 19

Estimated date of completion June 29, 19 50

Amount of contract $ 74,967.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ [illegible]

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $, %

Date project was completed June 29, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

(Grading and Surfa cing Only)

The Portland Roads & Driveway Co. completed the oiling on this project on June 29th.

Work on the Semi-Final estimate is completed and will be sent in as soon as oil invoices are received from the contractor.

NOTED H. G. [illegible]

NOTED E. M. BOOTH

Signed

Address 620 Burkhart Street, Albany, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.37	0.37		0.37	
Miles partially completed					
Miles completed	0.37	0.37		0.37	
Total estimated quantities	9,000				
Estimated quantities moved or placed to date	9,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				12	
Average force on project for week				11	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Cloudy		
Tuesday	Fair		
Wednesday	Hot		
Thursday	Hot		
Friday	Hot		
Saturday	Hot		

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
OCT 31 1949
FOR FILING

FORM E-90 25M 6-48 32002

5-38(2)

3110

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 28, 1949

SUBJECT: Maintenance of approaches to Wren Bridge over Marys River in Benton County

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

You questioned the advisability of assessing the contractor for the maintenance of the approaches to this structure during the coming winter. The contract for this project specifies that, "If weather conditions do not permit the completion of the bituminous macadam wearing surface in 1949, this work may be carried over to the 1950 paving season, completing all work on the project on or before July 31, 1950." The approach grading on this project is governed by the road specifications, which contain a provision under the heading "Opening of Sections to Traffic" as follows:

> "Whenever, in the opinion of the engineer, any roadway, or portion thereof, should be opened to traffic, it shall be s so opened. If such roadway or portion thereof shall previously have been finished in a manner acceptable to the engineer, the contractor shall be relieved of the maintenance thereof, but, if it has not been previously so finished, it shall be maintained in a serviceable condition by the contractor at his own expense, until such time as it is finished in an acceptable manner."

The contractor realizes his obligation to maintain the approaches during the winter and has requested that we do it with our own forces, as he does not have his own personnel on the job. I would recommend that the Order for State Force Work, as submitted, be approved.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
cc F. D. Eason

RECEIVED
[illegible]
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
PORTLAND 8, OREGON

S-38 (2)

June 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-38(2)
Mary's River (Wren) Bridge Sec.
Kings Valley Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUN -3 1949
OREGON
STATE HIGHWAY COMMISSION

Jwr

Form PR 8 (Revised 1946)

C 7692

State Oregon

Federal Aid Secondary

Project No. S-38(2)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of June, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a program, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of February, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-nine thousand and 00/100 dollars ($49,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

Form PR 1 (Revised 1946)

C-7692

State Oregon

Project No. S-38(2)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of June, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a program, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of February, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-nine thousand and 00/100 dollars ($49,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

– FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1921; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 464+70 in the southeast quarter and survey station 486+50 in the southwest quarter of Section 21, T. 11 S., R. 6 E., W.M., without exception

, length 0.412 miles, in Benton County, being Oregon Federal Aid/Secondary project No. S-38(2), consisting of 0.368 miles of roadway and one bridge~~s~~ of more than 20 feet clear span, 0.044 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-nine thousand and 00/100 dollars ($49,000.00), which does not exceed the authorized Federal pro rata share of eighty-two thousand four hundred sixty-three and 70/100 dollars ($82,463.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By Ben R. Chandler
Member, State Highway Commission
(Title of officer)

By Chas H. Reynolds
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W. L. Lynch
Division Engineer,
Public Roads Administration.

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
Assistant STATE HIGHWAY ENGINEER

RECEIVED
MAY 27 1949
OREGON DISTRICT

RECEIVED
FOR FILING

S-38 (2)

April 29, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Mary's River Bridge Section, Project No. S-38 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/ge

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-38 (2)

MARY'S RIVER ([illegible]) BRIDGE SECTION
OF THE KINGS VALLEY HIGHWAY IN BENTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1949

Type Code 1021
Mary's River Bridge, (Sta. 475+80 to Sta. 478+13.3)

All Required		Shoring, Cribbing, Etc.,		$ 5,000.00
220	cu. yd.	Structural Excavation	$ 6.50	1,430.00
20	cu. yd.	Structural Excavation Below Elevation Shown	10.00	200.00
500	cu. yd.	Class "A" Concrete	53.00	26,500.00
121,000	lbs.	Metal Reinforcement	0.105	12,705.00
485	lin. ft.	Metal Rail	9.00	4,365.00
All Required		Remove Old Bridge		2,000.00
		Subtotal		$ 52,200.00
		10% Engr. & Cont.		5,220.00
		Total		$ 57,420.00

Type Code 5201 (Sta. 464+70 to 486+50)

All Required		Clearing and Grubbing		$ 4,457.00
10,700	cu. yd.	General Excavation, Unclassified	$ 0.30	3,210.00
11,400	yd. sta.	Short Overhaul	0.02	228.00
0.37	mile	Finishing Roadbed & Slopes	600.00	222.00
700	lin. ft.	Rounding Cutbanks	0.25	175.00
2,800	cu. yd.	3" - 0" Material in Base	2.20	6,160.00
650	cu. yd.	3/4" - 0" Material in Base & Shoulders	3.30	2,145.00
100	M-Gal.	Sprinkling	2.00	200.00
0.37	mile	Preparation of Base	1000.00	370.00
440	cu. yd.	Furnishing & Placing Aggregates	7.00	3,080.00
42	tons	Furnishing & Placing 120-150 Asphalt	60.00	2,520.00
		Subtotal		$ 22,767.00
		10% Engr. & Cont.		2,276.70
		Total		$ 25,043.70

Length of Roadway	0.368 mile
Length of Bridge	0.044 mile
Total Length	0.412 mile
Cost per mile Roadway	$68,053.53

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Structure	$57,420.00	$34,119.00	$23,301.00
Roadway	25,043.70	14,881.00	10,162.70
	$82,463.70	$49,000.00	$33,463.70

State Funds for Constr: Chap. 175, Laws 1917: Chap. 31, Laws 1920: Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-38 (2)

MARY'S RIVER (WREN) BRIDGE SECTION
OF THE KINGS VALLEY HIGHWAY IN BENTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 8, 1949

Type Code 1021

Mary's River Bridge - (Sta. 475+80 to 478+13.3)

All Required	Shoring, Cribbing, Etc.		$ 2,000.00
220 cu. yds.	Structural Excavation	$ 5.00	1,100.00
20 cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
500 cu. yds.	Class "A" Concrete	65.00	32,520.00
121,000 lbs.	Metal Reinforcement	0.12	14,520.00
485 lin. ft.	Metal Rail	12.00	5,820.00
All Required	Remove Old Bridge		2,000.00
		Subtotal	$ 58,140.00
		10% Engr. & Cont.	5,814.00
		Total	$ 63,954.00

Type Code 5251 - (Sta. 464+70 to 486+50)

All Required	Clearing and Grubbing		$ 4,000.00
10,700 cu. yds.	General Excavation, Unclassified	$ 0.75	8,025.00
11,400 yd. stas.	Short Overhaul	0.03	342.00
0.37 mile	Finishing Roadbed and Slopes	800.00	296.00
700 lin. ft.	Rounding Cutbanks	0.20	140.00
2,800 cu. yds.	3" - 0" Material in Base	3.50	9,800.00
650 cu. yds.	3/4" - 0" Material in Base and Shoulders	4.00	2,600.00
100 M-gals.	Sprinkling	3.00	300.00
0.37 mile	Preparation of Base	300.00	111.00
440 cu. yds.	Furnishing and Placing Aggregates	5.00	2,200.00
42 tons	Furnishing and Placing 121-150 Asphalt	65.00	2,730.00
52 tons	Furnishing and Placing RT-9 Tar	53.00	(Alternate)
		Subtotal	$30,544.00
		10% Engr. & Cont.	3,054.40
		Total	$33.598.40

Length of Roadway	0.368 mile
Length of Bridge	0.044 mile
Total Length	0.412 mile
Cost per mile, Roadway	$91,300.00

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Structure	$63,954.00	$23,601.00	$40,353.00
Roadway	33,598.40	12,399.00	21,199.40
	$97,552.40	$36,000.00	$61,552.40

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 8, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

P. W. Federal Aid Secondary Highway Program
(Previous Program)

August 13, 1948
(Date of Approval)

COUNTY Benton

FA or FAS Route No. ____________

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	10	S-38(2)	N. end FAS 13-B to 1.4 mi. N. of Fir Grove School	Survey-Plans					Gr., Dr., Bridge 2-lane Intermediate-type surfacing
				Right-of-Way					
				Construction	$60,000	$36,000	$24,000		
				Total	$60,000	$36,000	$24,000	2.140	
Requested Revision	10	S-38(2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	$97,552	$36,000	$61,552		
				Total	$97,552	$36,000	$61,552	2.142	

Program Balance subsequent to approval of this and previously recommended change is: $____________

Reason for Change: Original estimate was based on new bridge of about same length of existing structure. New alignment required new bridge on skew requiring a longer structure with proportionate increase in cost.

Recommended for approval ____________ District Engineer ____________ (date)

Recommended: ____________ Division Engineer ____________ (date)

Approved: ____________ Acting Commissioner ____________ (date)

P-3868

MARY'S RIVER (WREN) BRIDGE SECTION

PROJECT NO. S-38 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

February 8, 1949

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-38(2), Mary's River (Wren) Bridge Section of the Kings Valley Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending approval of the program change requested in your letter of February 8, 1949.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OREGON
STATE [illegible]

February 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-38(2), Mary's River (Wren) Bridge Section of the Kings Valley Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending approval of the program change requested in your letter of February 8, 1949.

Very truly yours,

T. M. DAVIS
District Engineer

[illegible]CEIVED
MAR 29 1949
FOR FILING
D-38 (2)

3110

March 29, 1949

Lindstrom Bros.,Inc.
7335 N. E. Broadway St.
Portland, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3107, covering the Shields Creek Bridge Section, Upper Lockingglass Creek Bridge Section and Lower Lockingglass Creek Bridge Section of the Coos Bay-Roseburg Highway in Douglas County, awarded February 28, 1949.

Contract No. 3110, covering Marys River (Wren) Bridge Section of the Kings Valley Secondary Highway in Benton County, awarded March 1, 1949.

The above contracts are for your records and files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
APR 4 1949
FOR FILING
S-38(2)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. S-38(2), Marys River Bridge Section, to Lindstrom Bros. Inc., Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

Jm

RECEIVED
MAR 2 1949
FOR FILING
5-38(2)
8110

March 1, 1949

Lindstrom Brothers, Inc.
7335 N. E. Broadway
Portland 16, Oregon

Gentlemen:

The State Highway Commission on March 1 awarded you the contract for the construction of a concrete viaduct and 0.37 mile highway roadbed on the Marys River Bridge Section of the Kings Valley Highway in Benton County. This award was based on your low bid of $74,967.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - S. H. Probert
G. S. Paxson

3-8305 Mt. Hood Rock Production Project 1949
on the Mt. Hood & Wapinitia Hwys.
#3111

RECEIVED
JAN 19 1951
FOR FILING

3-8305

OREGON STATE HIGHWAY COMMISSION

(date)

Jan. 11, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3111	7 & 8 Final	Colonial Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
71510	6024	$ 2,793.85	1/10/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: July 31, 1949

Time Extensions: Extended to Sep. 21, 1950 without penalty

Completion Date: Sep. 21, 1950

Date Accepted: Nov. 9, 1950

Penalties: None of record

Claims: None outstanding of record

Remarks:

- -

Date: 1-12-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JAN 12 1951

NOTED ON CARD
1-12-51

RECEIVED
DEC 14 1950
FOR FILING

3-8305
3111

December 13, 1950

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Washington

Gentlemen:

Please be advised that State Highway Contract No. 3111, covering the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties, has been completed by the contractor, Colonial Construction Co., and that a revised semi-final and final payment will be made, on or after December 23, 1950, in the amount of $2,793.85.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $46,878.41, and that no force account work was performed on the project. This contract was completed on September 21 and accepted by the Highway Commission on November 9, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Wm. A. Lubeck
Board of Trade Bldg.
Portland 4, Oregon

Portland Branch Office

NOTED ON CARD
12-13-50

RECEIVED
NOV 27 1950
FOR FILING

3-8305
3111

November 17, 1950

Colonial Construction Co.
P. O. Box 1452
Spokane, Wash.

Gentlemen:

The State Highway Commission, at its meeting on November 9, 1950, had under discussion your request for an extension of time of 98 days, from June 15 to September 21, 1950, within which to complete your contract No. 3111 covering the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

[redacted]

Secretary

gl

cc: A. C. Skelton,
Division Engineer

Tom Opedal,
Resident Engineer

H. G. Smith

NOTED ON CARD

11-17-50 g

RECEIVED
NOV 2 - 1950
FOR FILING

3-83005

3111

October 31, 1950

Request for extension of time
No. 5
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Colonial Construction Co. for an extension of time on Contract No. 3111, Mt. Hood Rock Production Project, from June 15, 1950 to September 21, 1950.

In the fall of 1949, the Department agreed to permit the contractor to close down operations on this contract and move to the Warm Springs Highway to complete the surfacing contract for the Bureau of Public Roads in order to permit opening the highway to traffic. This move was made with the understanding that our project was to be completed after the Bureau project was completed. No specified date was set for completion of the state contract. There has been no increase in cost or delay to state operations due to the delay.

I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

RECEIVED
OCT 30 1950
FOR FILING

3-8305

3111

October 30, 1950

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14
Washington

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Colonial Construction Co. on contract No. 3111, covering the Mt. Hood Rock Production Project on the Mt.Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties. This payment, in the amount of $960.96, will be made on or after November 9, 1950. The retained percentage is $1,393.16.

The State is not advised of any unpaid claims for labor or materials, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: McGovern-Carroll Co.
624 Peyton Bldg.
Spokane, Wash.

Portland Branch Office,
United Pacific Insurance Co.
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FEB 21 1950
FOR FILING

3-8305

3111

February 20, 1950

Colonial Construction Co.
P. O. Box 1452
Spokane, Wash.

Gentlemen:

The State Highway Commission, at its meeting on February 6, 1950, had under discussion your request for an extension of time of 176 days, from December 20, 1949 to June 15, 1950, within which to complete your contract No. 3111 for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

al

cc: A. G. Shelton,
Division Engineer

H. G. Smith

NOTED ON CARD

2-20-50

RECEIVED
JAN 23 1950
FOR FILING

3-2205

3111

January 18, 1950

Request for extension of time
No. 8
February 6 and 7 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Colonial Construction Company for an extension of time on Contract No. 3111, Mt. Hood Rock Production Project, from December 26, 1949 to June 15, 1950.

The contractor on this project had a contract at the same time with the Bureau of Public Roads for surfacing the north section of the Warm Springs Highway. In order to assure completion of the Warm Springs Highway, priority was given to that work. After completion of the Warm Springs Highway, the contractor was unable to complete the rock production project before winter weather halted his operations.

This material will not be needed until the summer oiling season, and I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

HGS
WCW:hi

Form E-1-[illegible]

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan 14, 1950, 19

Section Mt. Hood Rock Production Project
Kind of work Rock Production

Highway M t. Hood and Wapinitia
Section prefix 3-8305

Contractor Colonial Construction Company
Contract number 3111

Date of contract March 1, 1949
Date of completion July 31, 1949

Date work started April 25, 1949
Estimated date of completion ?, 19

Amount of contract $48,802.00
Per cent of time elapsed 209.1 %

Estimated cost of completed project, exclusive of engineering $ 47,000.00

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date $3376.27, 113 %
Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No actimity this week.

Contractor will not try to do any more work untill weather gets better sometime in spring.

Signed Clay M. Cornett

Address Portland Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			12,650		
Estimated quantities moved or placed to date			12,185		
Average daily quantities			00		
Average daily quantities necessary to complete project on time			Time expired 12/20/49		
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 16 1950
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 32571

RECEIVED
JAN 11
FOR FILING

3-8305-

3111

January 9, 1950

Colonial Construction Co.
P. O. Box 1452
Spokane, Wash.

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion your request for an extension of time of 35 days, from November 15 to December 20, 1949, within which to complete your contract No. 3111 for rock production on the Mt. Hood Rock Production Project on Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: F. T. Young,
Division Engineer

H. G. Smith

NOTED ON CARD
1-9-50, gl

RECEIVED
NOV 29 1949
FOR FILING

3-8805

3111

November 25, 1949

Request for extension of time
No. 7
December 19 and 20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Colonial Construction Company for an extension of time on Contract No. 3111, South Bend Rock Production Project, from November 15, 1949 to December 20, 1949.

The contractor, while operating on this contract, was also awarded a contract for surfacing on the Warm Springs Highway. At the request of the Bureau of Public Roads we permitted the contractor to move to the Warm Springs Project and complete that work, with the understanding that he would return and complete our contract as soon as possible.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS me

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
NOV 22 1949
FOR FILING

3-8305

3111

November 22, 1949

Colonial Construction Co.
P. O. Box 1452
Spokane, Washington

Gentlemen:

The State Highway Commission, at its meeting on November 8, 1949, had under discussion your request for an extension of time of 107 days, from July 31 to November 15, 1949, within which to complete your contract No. 3111 for rock production on the Mt. Hood Section of the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - A. C. Shelton
Division Engineer

H. G. Smith

NOTED ON CARD
11-22-49

RECEIVED
NOV 23 1949
FOR FILING

Files

3-8305

3111

CHARLES CARROLL
VICE PRESIDENT

JOHN M. SHIPLEY
SECRETARY

McGOVERN -- CARROLL COMPANY
Complete INSURANCE Service
PEYTON BUILDING
SPOKANE 8, WASHINGTON
MAIN 2334

November 17, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

This will acknowledge and thank you for your letter of November 15th relative to a letter we sent you signed by Ray Mize and which we erroneously advised was in connection with Colonial Construction Company's Forest Highway Project, 42A1, Warm Springs Highway - a Bureau of Public Roads job.

We find that, as you suspected, the letter actually pertains to Colonial Construction Company's Contract No. 3111, which is their Mt. Hood stockpiling project with the State of Oregon.

Thank you so much for bringing this to our attention.

Yours very truly,

McGovern-Carroll Company

By: Charles Carroll

MK:mls

cc- Colonial
    United Pacific

NOTED ON CARD
11-21-49 g.C.

MEMBER OF THE
Spokane State & Nat'l Insurance Ass'n

CAPITAL STOCK COMPANY INSURANCE
Standard protection
Always the Sign
of Good Insurance
On Anything
Anywhere

RECEIVED
NOV 16 1949
FOR FILING

3-8305
3111

Files

[illegible]

November 15, 1949

McGovern-Carrol Company
624 Peyton Building
Spokane 8, Washington

Attention: Mr. John H. Shipley

Gentlemen:

We acknowledge with thanks your letter of November 8 to which was attached a letter signed by Ray Mize and approved by Richard A. Harmon, Sr., stating that Mr. Harmon had been reimbursed in full for all labor and materials furnished in connection with the Colonial Construction Company's job near Government Camp.

This is in connection with our letter of September 30, 1949, in which we advised you of the receipt of Mr. Harmon's claim. At that time, from the information available to us, we could not determine definitely to which job the claim pertained, but from the geographical location it could be in connection with our Contract 3111. In your letter of November 8, we note that it is listed as a Forest Highway Project, 42A1, Warm Springs Highway, which is a Bureau of Public Roads job and does not pertain to our contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Colonial Construction Company
P. O. Box 1452
Spokane, Washington

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 4, Washington

NOTED ON CARD
11-15-49

McGOVERN
PRESIDENT

CHARLES CARROLL
VICE PRESIDENT

JOHN M. SHIPLEY
SECRETARY

McGOVERN -- CARROLL COMPANY

Complete INSURANCE *Service*

PEYTON BUILDING
SPOKANE 8, WASHINGTON
MAIN 2334

November 8, 1949

AIR MAIL

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glasyer:

Re: Colonial Construction Co.
Bond No. 88347
Oregon Forest Highway Project
42-A1, Warm Springs Highway,
Mt. Hood National Forest

BPR job

You will find enclosed letter from Ray Mize, attorney-at-law, to the Colonial Construction Company, advising that all bills of Mr. Richard A. Harmon, Sr. have been paid for labor and material furnished in connection with the captioned contract.

This letter from Attorney Mize has been signed as approved by Mr. Harmon.

Very truly yours,

McGovern-Carroll Company

By: John M. Shipley

MK:mls

cc-United Pacific

HELD ON CARD
11-9-49, gr

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO [illegible]
BY SECRETARY

acknowledge & note [illegible] letter
prepare [illegible]
[illegible]

MEMBER OF THE Spokane State & Nat'l Insurance Assn

CAPITAL STOCK COMPANY INSURANCE
Standard protection
Always the Sign of Good Insurance On Anything Anywhere

PHONE: BROADWAY 0477

RAY MIZE
ATTORNEY AT LAW
AMERICAN BANK BUILDING
PORTLAND 5, OREGON

November 4, 1949

Colonial Construction Company
General Contractors
Broadway and Medelia Streets
P. O. Box 1452
Spokane, Washington

Gentlemen:

This is to advise you that Mr. Richard A. Harmon, Sr., a sub-contractor of Hubert La Velle on the Government Camp, Oregon, job, which was completed on July 20, 1949, has been reimbursed in full for all labor and material furnished as the result of said job.

Very truly yours,

Ray Mize

Ray Mize

Approved:

Richard A. Harmon

Richard A. Harmon, Sr.

RM:jb
cc:Hubert La Velle

NOTED ON CARD
11-9-49

RECEIVED
NOV 9 1949
OREGON
STATE HIGHWAY COMMISSION

NOV 7 1949

RECEIVED
NOV-1 1949
FOR FILING

2-8305
3111

October 31, 1949

Request for extension of time
No. 5
November 7 and 8 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Colonial Construction Co. for an extension of time on Contract No. 3111, Mt. Hood Rock Production Project, from July 31, 1949 to November 15, 1949.

The Colonial Construction Co. entered into a contract with the Bureau of Public Roads for the surfacing of the Warm Springs Highway and, in order not to hold up that project, this Department authorized the contractor to hold up production on our contract with the understanding that the contract would be completed from the setup on the Warm Springs Highway.

For that reason I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
OCT 4 1949
FOR FILING

3-8305

3111

October 4, 1949

Mr. Ray Mize
Attorney at Law
American Bank Building
Portland 5, Oregon

Dear Mr. Mize:

As requested in your letter of September 27, we are enclosing a copy of the contract and bond furnished the Colonial Construction Company under our Contract 3111 for rock production on the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco counties. It may be that this is the contract under which your client Richard A. Harmon, Senior, has not been paid in full for his services.

To furnish copies of the contract or bond, we are required to request that an affidavit of claim be provided us. We will appreciate receipt of this affidavit as soon as possible.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
10-4-49

PHONE: BRoadway 0477

RAY MIZE
ATTORNEY AT LAW
AMERICAN BANK BUILDING
PORTLAND 5, OREGON

September 27, 1949

3111

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Colonial Construction Co.
Spokane, Washington
Richard A. Harmon, Sr. - claimant

I represent the above claimant who during June and July was engaged in some contract work for the above concern which had a highway job at Government Camp, Oregon, in the vicinity of Timberline Junction.

Mr. Harmon has been paid in part for his services. However, he claims that there is a balance due an owing.

I would appreciate, if possible, your furnishing me a copy of the bond furnished by Colonial Construction Company to cover the job in question in order that I may proceed accordingly. I do not feel that it would be necessary for me to have a copy of the contract. I would, of course, appreciate your advising me also as to the job number.

Very truly yours,

Ray Mize

Ray Mize

RM:jb

RECEIVED
SEP 28 1949
SALEM
STATE HIGHWAY COMMISSION

[illegible] TO
Geary
prepare reply

NOTED ON CARD
9-26-49

RECEIVED
OCT 7 1949
FOR FILING

3-8305

3111

Mrs Lewis

September 30, 1949

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 4, Washington

Gentlemen:

On July 28 we received a letter from Ray Mize, Attorney at Law, whose address is the American Bank Building, Portland 5, stating that his client, Richard A. Harmon, Sender, had worked for the Colonial Construction Company during June and July in the vicinity of Timberline Junction and that to date he has not been paid in full for his services. No amount is mentioned in the letter.

It may be that this claim is in connection with our Contract No. 3111 with the Colonial Construction Company for rock production on the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia highways in Clackamas, Hood River and Wasco counties.

This information is provided as the United Pacific Insurance Company furnished the bond in connection with Contract 3111.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - McGovern-Carroll Company
624 Peyton Building
Spokane, Washington

Colonial Construction Company
P. O. Box 1452
Spokane, Washington

NOTED ON CARD
9-30-49 gR

RECEIVED
AUG 16 1949
FOR FILING

3-1365

3111

August 16, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Colonial Construction Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3111 for rock production on the Mt. Hood Section of the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties. This payment, which is in the amount of $13,927.05, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,134.92. The present payment to the contractor will be made on or after August 26, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

McGovern-Carroll Co.

NOTED ON CARD

8-16-49 g C

RECEIVED
APR 8 [illegible]
FOR FILING
[illegible]
3111

April 8, 1949

Colonial Construction Co.
P. O. Box 1452
Spokane
Washington

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3111, which was awarded to you on March 1, 1949 by the State Highway Commission, covering rock production on the Mt. Hood Rock Production Project on Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING
3-8-05
3111

March 2, 1949

Colonial Construction Company
East Broadway and Madelia
Spokane, Washington

Gentlemen:

The State Highway Commission on March 1 awarded you the contract for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties. This award was based on your low bid of $48,802 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc - S. H. Probert

15-8305 Ashland-State Line Rock 1949
Production Project on the
3112 Pacific Highway.

RECEIVED
MAR 2 [illegible] 50
FOR FILING

→ H. Baldock

March 13th, 1950

Contract #3112
Prefix 15-8305

FINAL COST ANALYSIS
Ashland-State Line
Rock Production

Contractor - M. C. Lininger & Sons
Resident Engineer - W. B. Merrill

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1¼"-3/4" Cr. Rock in S.P.	3,060.8	Cu. Yd.	$2.45	$2.10	$6,416.45	$7,498.96
3/4"-½" " " " "	3,497.7	" "	2.45	2.10	7,333.06	8,569.37
½"-¼" " " " "	3,182.8	" "	2.45	2.10	6,672.40	7,797.86
¼"-0" " " " "	1,811.8	" "	2.45	2.10	3,796.01	4,438.91
Haul Cr. Rock, Pile Measure	8,537.7	Yd. Mi.	0.20	0.172	1,468.48	1,707.54
S.P. Screen Rejects in Stockpile	1,021.9	Cu. Yd.	0.25	0.25	255.48	255.48
					$25,941.88	$30,268.12

Gross Revenue	$30,268.12
Total Cost	25,941.88
Net Profit	$ 4,326.24

Net Profit Equals 14.3% of Gross Revenue

NOTED

Ashland-State Line

Detail of Cost

Labor:

Supervision	$1,275.00	
Labor	9,734.20	
Labor Insurance	660.55	
		$11,669.75

Equipment Rentals & Misc. Supplies:

Equipment Rental "Owned"	$6,894.48	
" " "Hired"		
Bond	707.20	
P.U.C.	232.01	
Gas, Oil and Grease	150.63	
Misc. Supplies & Repairs	2,630.36	
Move In, Freight & Cartage	923.29	
Drill Steel	317.60	
Explosives	339.11	
P.L. & P.D. Insurance	852.45	
Home Office & Overhead	225.00	
	1,000.00	
		14,272.13

Total Cost........................$25,941.88

Ashland-State Line
Contract #3112

Breakdown on Crushing

Item	Quantity	Unit	Total Cost	Cost Per Cu. Yd.
Stripping Pit	11,553.1	Cu. Yd.	$577.65	$0.05
Drilling & Shooting	"	" "	4,159.12	0.36
Move In & Set Up	"	" "	3,812.52	0.33
Load in Quarry	"	" "	2,842.63	0.246
Haul to Crusher	"	" "	2,634.11	0.228
Stockpiling	"	" "	1,340.16	0.116
Crushing	"	" "	8,851.73	0.77
	11,553.1	Cu. Yd.	$24,217.92	$2.10

Ashland-State Line
Contract #3112

Remarks:

This was a "State Project" for crushing 11,553 cubic yards of rock and placing in stockpiles. The contract was bid and awarded March 1st, 1949, work started April 11th, 1949, and contract completed July 8th, 1949.

Contractor moved in a D-7 cat and dozer to the state-owned quarry site at M.P. 336.3 on the Pacific Highway on April 11th, 1949, and started to strip the quarry. This operation required 2 to 3 days.

A drilling crew consisting of 3 men and a 210 cu. ft. compressor and 2 jackhammers drilled and shot the quarry in 2 weeks.

The contractor started moving in the crushing plant May 1st, 1949, and started crushing on June 15th, 1949, completing the project July 8th, 1949. Crushing time was 17 days, 16 hours per day, or 272 hours, for an average of 42.4 cu. yd. per hour.

Equipment used consisted of one semi-portable crushing plant, one 3/4 cu. yd. Northwest shovel, two 4 cu. yd. Ford pit trucks, four 5 cu. yd. trucks used for hauling stockpile rock, one D-7 cat and dozer and one welding machine.

The contractor had good bid prices, supervision and equipment, and realized a nice profit.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
AUG 30 1949
FOR FILING

13-8305
3112

August 26, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3112, for rock production on the Ashland-State Line Section of the Pacific Highway in Jackson County, has been completed by the contractor, W. C. Lininger & Sons, and that final payment in the amount of $618.30 will be made on or after September 6, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $30,268.12, and that no force account work was performed on the project. This contract was completed on July 9 and accepted by the Highway Commission on August 19, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
[illegible]

RECEIVED
JUL 21 1949
FOR FILING
15-8306
3112

July 21, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to M. C. Lininger & Sons, on contract No. 3112 for rock production on the Ashland-State Line Section of the Pacific Highway in Jackson County. This payment, in the amount of $2,707.82, will be made on or after the first day of August, 1949. The retained percentage is $917.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon
Attn: E.A.Bride, Manager

NOTED ON CARD
7-21-49

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

Form E-1—3M—11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 16, 1949

Section Ashland-State Line

Kind of work Rosk Production

Highway Pacific

Section prefix 15-8305

Contractor M. C. Lininger and Sons

Contract number 3112

Date of contract March 1, 1949

Date of completion July 31, 1949

Date work started March 11, 1949

Estimated date of completion ...., 19....

Amount of contract $ 29,040.00

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $ 30,566.82

Per cent of contract completed, based on total contract price ....%

Engineering cost to date $ 996, 3.26 %

Date project was completed July 9, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Stockpiles were shaped up Saturday and transit party measured piles on Monday. Semi-final estimate submitted to the Division Office on Thursday.

Signed JWB Merrill Res. Engr.

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M. BOOTH

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			14.29		
Miles partially completed					
Miles completed					
Total estimated quantities			11,672		
Estimated quantities moved or placed to date			11,672		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 8 1949
FOR FILING

15-8505

3112

April 8, 1949

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3112 which was awarded to you on March 1, 1949 by the State Highway Commission, covering rock production on the Ashland-State Line Section of the Pacific Highway in Jackson County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED

FOR FILING

15-8309

2112

March 2, 1949

M. C. Lininger and Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

The State Highway Commission on March 1 awarded you the contract for the Ashland-State Line Rock Production Project on the Pacific Highway in Jackson County. This award was based on your low bid of $29,020 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - S. H. Probert

FI-301(5) Sun Dial Sec., Columbia 1949
River Hwy.
#3113 [redacted]

RECEIVED
FEB 26 1953
FOR FILING

FI-301(5)
301(6)
311.3

40311

February 24, 1953

Union Pacific Railroad Company
1416 Dodge Street
Omaha 2, Nebraska

Attention: Mr. L. V. Peart

Gentlemen:

In answer to your inquiry of February 20 concerning your Bill No. 486196, we have not as yet received a final audit report from the Bureau of Public Roads on this billing.

Very truly yours,

R. H. Baldock
State Highway Engineer

CAG:aa

cc C. A. Gardner
Mr. Williams (file)

No. 4024
By

ASSIGNMENT

e: February 23, 1953

Description: **Letter of February 20 from Union Pacific Railroad Company regarding previous correspondense in connection with unpaid bills and asking about status of bill collectible Audit No. 486196 in amount of $1,286.33 (Sundial UnderKing)**

Acknowledged by _____ Referred to **Gardner** ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxxx Please prepare for **Mr. Haldock's** signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 2-25-53 Report received _______

Remarks: h

SUBJECT: Unsettled Bills - State of Oregon

UNION P CIFIC RAILROAD COM NY

FORM 260
8-52-30M

ACCOUNTING DEPARTMENT

R. M. SUTTON, GENERAL AUDITOR
E. M. KERRIGAN, SENIOR ASSISTANT GENERAL AUDITOR
H. J. BEARSS, ASSISTANT GENERAL AUDITOR

E. R. MILLER, AUDITOR OF DISBURSEMENTS
L. V. PEART, AUDITOR OF GENERAL AND STATION ACCOUNTS
G. A. O'KEEFE, AUDITOR OF MISCELLANEOUS ACCOUNTS

T. J. CUMMINS, AUDITOR OF FREIGHT ACCOUNTS
H. B. JACOBSEN, AUDITOR OF PASSENGER ACCOUNTS
L. R. HILKER, AUDITOR OF EQUIPMENT SERVICE ACCOUNTS

OMAHA 2, NEBRASKA.

February 20, 1953

G 13-0

PLEASE RETURN TO
W. C. WILLIAMS

Fin'l acceptable
costs

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Sir:

This refers to your letters of December 8, 1952, and December 30, 1952, in connection with unpaid bills rendered against the State of Oregon covering grade separation and railroad relocation projects.

Will you please advise status of your handling bill collectible Audit No. 486196, amount $1,286.33, covering Sundial Road undercrossing, U. P. Agreement 70943, State/R.R. Agreement 342.

Yours truly,
L. V. PEART

RECEIVED
FEB 2 [illegible]
[illegible] STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
[illegible] 1953

RECEIVED
JAN 16 1951
FOR FILING

FI 301(3)
FAI 301(3)
3113

3403

January 9, 1951

Mr. L. W. Althof, District Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

This is in answer to your letter of January 3 concerning costs on the Sundial Grade Separation.

Our billing to you will be made up in accordance with the terms of Section 8 (c) of the agreement on this project, using the estimated quantities set forth in the agreement and the prices received for the contract for construction of the project.

We are working up our final statement of cost on this project, and find that your company has never submitted any bills to us for the work done by them. We would like to have these to include in our final statement of cost. Will you please advise as to when we can expect to receive them.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CAG/ds

cc G. S. Paxson

January
~~December~~ 5, 1951

ASSIGNMENT

No [illegible]
By

Description: L. W. Althof's letter of January 3 re Sundial overcrossing

Acknowledged by _____ Referred to Paxson ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxx Please prepare for Williams' signature

Assignment executed 1-10-51 Report received ________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM 3010
2-50-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF
DISTRICT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

January 3, 1951

284-B

Mr. W. C. Williams
Assistant State Highway
Engineer
Oregon State Highway Commission
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

Your letter December 29, 1950 in regard to Sundial overcrossing:

I assume your understanding is the same as mine; i.e., that our costs here are based on fixed quantities and prices received in bids, rather than on a percentage basis.

NOTED
W. C. WILLIAMS

Yours truly,

L. W. Althof

Sec 8

RECEIVED
JAN 4 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 5 - 1951
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
JAN 2 - 1951
FOR FILING

December 29, 1950

Mr. L. W. Althof, District Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Sundial Undercrossing

Reference is made to your letter of December 27. The final costs on the Sundial Undercrossing project are now being audited, and we should be able to submit to you billing for your share of this project within the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP/ds

cc G. S. Paxson

ASSIGNMENT

December 28, 1[illegible]

No. 2397

By

Description: L. W. Althof's letter of Dec. 27 re Sundial Undercrossing (Railroad Company's contribution)

Acknowledged by _____ Referred to [illegible] _________

Investigate and report with recommendation

xxx [illegible] such action as necessary and report

Comment or recommendation

Return with rough draft of reply

Please prepare for ________________ signature

Assignment executed 12-29-50 Report received ________

Remarks:

Please expedite.

WCW

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM 2010
2-50-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF
DISTRICT ENGINEER

551 PITTOCK BLOCK
PORTLAND 5, OREGON

December 27, 1950

284 B

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Assistant State Highway Engineer

Dear Sir:

Re: Sundial Undercrossing

Under date of July 28, 1949, you submitted to me for review the detail from which the Railroads' contribution to the above project was to be computed.

After an exchange of letters on the subject, the detail was approved by my letter to you of September 27, 1949.

Will you please advise if formal bill, based on the above mentioned detail, has been presented to the Railroad? If so, will you please advise to whom presented and date? If no bill has been presented, will you please arrange for presentation of the bill, in quadruplicate, to this office at your early convenience, as it is desired to close our Work Order covering the contribution at an early date.

Yours very truly,

LWAlthof

L. W. Althof

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
DEC 28 1950
STATE HIGHWAY COMMISSION
[illegible] DEPARTMENT

RECEIVED
8 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 28 1950
FOR FILING

71-301(5) 7Y1-301(5)

OREGON STATE HIGHWAY COMMISSION

(date)
Dec. 22, 1950

3113 (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3113	13 & 14-final	Carl M. Halvorsen, Gen'l Contractor	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21018	R-5897	$ 15,648.55	12/21/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: July 31, 1950

Time Extensions: None required

Completion Date: June 15, 1950

Date Accepted: July 11, 1950

Penalties: None of Record

Claims: None of Record

Remarks:

Date: 12-27-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC
a.a. Wicklander

RECEIVED
DEC 4 1950
FOR FILING

71-301(6) 721-301 (6)

3113

December 1, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3113, covering grading, paving and structures on the Sundial Section of the Columbia River Highway in Multnomah County, has been completed by the contractor, Carl M. Halvorson, and that final payment in the amount of $15,648.55 will be made on or after December 11, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $485,700.59, of which amount $4,244.63 represents force account items. This contract was completed June 15 and accepted by the Highway Commission July 11, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
Mead Building
Portland 4, Oregon

NOTED ON CARD

12-1-50

Form E-1—8M—3-50

71-3-1 (5)
301-(6)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 19, 1950

Section Sundial

Kind of work Grading, Paving, & Structures

Highway Columbia River

Section prefix 26-1090

Contractor Carl M. Halvorson

Contract number 3113

Date of contract March 8, 1949

Date of completion July 31, 1950

Date work started April 13, 1949

Estimated date of completion June 15, 1950

Amount of contract $ 526,131.50

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $ 513,800.00

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $ 30,000.00, 91 %

Date project was completed June 15, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-final estimate was submitted to the Division Engineer's Office on Thursday of this week.

NOTED
H. G. S

Signed L.A. Johnston by H. E. Nelson

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.89	0.89	~~[illegible]~~		0.89
Miles partially completed					
Miles completed	0.89	0.89	~~[illegible]~~		0.89
Total estimated quantities	128,700	9,450			6,987
Estimated quantities moved or placed to date	128,700	9,450			6,987
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Cloudy		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 38842

RECEIVED
JUN 22 1950
FOR FILING

41-301 (5)
41-301 (6)

3113

June 20, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 15, 1950 on Contract No. 3113, Sundial Section, in connection with Federal Aid Project No. FI-301 (5), FGI-301 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:ew

cc: John Cattrall

RECEIVED
MAY 22 1950
FOR FILING

71-301-(5)
781-301-(6)
3113

May 18, 1950

General Casualty Co.of America

and

Glens Falls Indemnity Company

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Carl M. Halvorson a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3113 for grading, paving and structures on the Sundial Section of the Columbia River Highway in Multnomah County. This payment, which is in the amount of $36,939.43, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $13,955.44. The present payment will be made on or after May 29, 1950.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Edna E. Stewart, Agent
General Casualty Co.of America

Amerata & Schram, Agent
Glens Falls Indemnity Co.

NOTED ON CARD
5-18-50

RECEIVED
1950
FOR FILING

[illegible]

AGENDA
APR 1 1 1949

March 9, 1949

Carl M. Halverson, Contractor
218 Builders' Exchange Building
Portland, Oregon

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a full rate telegram			
FULL RATE TELEGRAM	☒	SERIAL	☐
DAY LETTER	☐	NIGHT LETTER	☐

INTERNATIONAL SERVICE Check the class of service desired; otherwise this message will be sent at the full rate			
FULL RATE	☐	DEFERRED	☐
CODE	☐	NIGHT LETTER	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			State Highway Department 9UB2274	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Files

CARL M. HALVERSON, CONTRACTOR
218 BUILDERS EXCHANGE BUILDING
PORTLAND, OREGON

STATE HIGHWAY COMMISSION AWARDS YOU TODAY AS OF YESTERDAY, CONTRACT FOR CONSTRUCTION OF SUN DIAL PROJECT ON COLUMBIA RIVER HIGHWAY, FOR WHICH YOU SUBMITTED LOW BID ON JANUARY 25, 1949. CONTRACT FORMS FOLLOW SHORTLY.

H. B. GLAISYER

SECRETARY
OREGON STATE HIGHWAY COMMISSION

A NEW CURTIS SERVICE
Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.
Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

S+C

RECEIVED
MAR 9 1950
FOR FILING

FI-301(6) [illegible] (6)

3113

March 7, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work covering the moving of the Union Pacific Railroad Tracks on the Sundial Section of the Columbia River Highway in Multnomah County, Contract No. 3113, in connection with Federal Aid Project FG1-301 (6).

This work is to be done by the railroad forces as set forth in the agreement between the Oregon State Highway Commission and the Railroad Company in connection with construction of the Sundial Overcrossing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
[illegible]:amd

RECEIVED
FOR FILING

71-301(5) 711- 301(6)
3113

February 21, 1950

General Casualty Co. of America

and

Glens Falls Indemnity Co.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Carl M. Halverson a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3113 covering the Sundial Section of the Columbia River Highway in Multnomah County. This payment, which ir in the amount of $7,722.85, reduces the retained percentage to $35,600.00 lump sum. The present payment to the contractor will be made on or after March 3, 1950.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mrs. Edna N. Stewart

Amerata & Schrem

NOTED ON CARD
2-21-50 g

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FOR FILING

71-201 (5) 71-201 (6)

3113

February 14, 1950

Carl M. Halverson, Inc.
218 Builders Exchange Building
Portland 4, Oregon

Attention: Mr. William N. Wheatley

Gentlemen:

Reference is made to your letter dated February 13, 1950, regarding costs on items 1 through 17 on the Sundial Section of the Columbia River Highway, Contract No. 3113.

Our Engineer's latest report, as of February 10, 1950, estimates that the cost on the seventeen items will be $224,885.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:cw

CARL M. HALVORSON, INC.
CONSTRUCTORS

218 BUILDERS EXCHANGE BLDG.
PORTLAND 4, OREGON
ATWATER 2359

February 13, 1950

Re: Sundial Section
Columbia River Highway

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We wish to thank you for your letter of February 2nd regarding the retainage for the above project.

We shall appreciate receiving from you your present estimate of the final cost for items 1 through 17. We estimate that you figure the total present estimate of final cost to be $474,667.00.

We thank you for this information.

Very truly yours,

William W. Wheatley

William W. Wheatley
Office Manager

WWW:ml

RECEIVED
FEB 3 1950
FOR FILING

FI-301(5) FH-301(6)

3113

February 2, 1950

Mr. C. M. Halverson
General Contractor
218 Builders Exchange Building
Portland 4, Oregon

Dear Sir:

Reference is made to your letter of February 1, requesting a reduction in the amount being retained in connection with payments under your contract for work on the Sundial Section, Contract No. 3113.

In view of the fact that the final cost of the project will underrun the contract amount approximately 10 per cent, it appears unfair to continue a retainage based on the contract amount. Accordingly, in the next monthly payment, we will reduce the retainage from 7½ per cent of the contract amount to 7½ per cent of our present estimate of the final cost. On this basis the retainage will be $35,600 instead of the present $39,459.86.

We trust that this action will be acceptable.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

CARL M. HALVORSON
GENERAL CONTRACTORS

218 BUILDERS EXCHANGE BLDG.
PORTLAND 4, OREGON
ATWATER 2359

February 1, 1950

Re: Sundial Section
Columbia River Highway

Oregon State
Highway Commission
Salem, Oregon

Gentlemen:

In accordance with Section 8-13, Partial Payment Paragraph No. 3, under retainage of the specifications for the above contract, we herewith request that you consider a further reduction in the retainage on this project in view of the near completion of the entire project and in view of the original contract quantities overrunning the actual quantities as estimated to date.

We trust that you shall find this in order.

Very truly yours,

William W. Wheatley

William W. Wheatley
Office Manager

WWW:ml

RECEIVED
FOR FILING

FqI-301(5)
(6)
3116

File

COPY

UNION PACIFIC RAILROAD COMPANY

Department of Operation

September 27, 1949

851 Pittock Block
Portland 5, Oregon

284-B

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Asst. State Highway Engineer

Dear Sir:

Re: Sundial Undercrossing

Replying to your letter September 6th, concerning prices to be applied to the quantities of the hypothetical grade separation.

On further consideration, I concur that it would be difficult to adjust the price of the borrow for additional haul and other possible items of expense. Your explanation of an endeavor to stay as near as possible to list of bid items of this Overcrossing is acceptable to me, and on that basis I will recommend, to my principals, the Railroad participation as outlined in your letter of July 28, 1949.

Yours truly,

/s/ L. W. Althof
L. H. Althof

(Original referred to [illegible])

COPY

RECEIVED
SEP 7 1949
FOR FILING

EqI 3-1(8)
3-1(4)
3113

1359W.

September 6, 1949

Mr. L. W. Althof
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Sundial Undercrossing

This is in reply to your letter of August 20, concerning prices to be applied to the quantities of the hypothetical grade separation as a basis for establishing the railroad's contribution.

Your comment has to do particularly with the item of excavation. In using the general excavation prices as bid on the Sundial crossing, it was realized that there might have been some difference had the hypothetical structure been built and had the material been taken from a borrow pit. The cost of borrow excavation on the adjacent section was forty-eight cents per yard in place. This borrow was taken from a pit on the east side of the Sandy River, and an average haul of approximately 0.5 mile was involved. Had the same pit been used for the hypothetical Sundial overcrossing, a haul of approximately 1½ miles would have been involved.

It is rather difficult to attempt to adjust this price for the additional haul, and there is also the matter of providing the borrow pit itself. This would have had to have been purchased, as there is no material in the highway right of way available for the fill which would have been necessary. Even with all these items, it is probable that we could have obtained material for a price less than bid for general excavation under the Sundial Undercrossing contract.

There is another item in the computation which would undoubtedly work the other way. You will note that the price bid for Class A concrete under the Sundial contract is only $35 per cubic yard. This, of course, is brought about by the massive sections used in the abutments and wing walls and the relatively small amount of form work. On the concrete bridges over your track at Troutdale and over the connecting roads just north of Troutdale, the concrete prices were $49 and $50, respectively, which are more nearly in line with what we would have expected to pay at Sundial, had the hypothetical structure been built.

Our purpose in using the prices, both on excavation and on Class A concrete, was to hold, as nearly as practicable, to the provisions of the agreement between the State and railroad. If you feel that, in total, these prices are inequitable, we will be glad to work out some other adjustment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

ASSIGNMENT No. 1359

IPTION: L. W. Althof's letter of 8-20-49 concerning prices to be applied to quantities of hypothetical grade separation for establishing Railroad's contribution as provided in agreement

DATE: 8-29-49 ASSIGNED TO: Paxson ✓

☐ Investigation and report to this office
☐ Reply direct with copy to this office
xx☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date______________

xx☒ I'm inclined to agree with Althof.
GCW

REPORT RECEIVED: 9-6-49

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM 3010
2-48-3M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF,
RESIDENT ENGINEER

861 PITTOCK BLOCK
PORTLAND 5, OREGON

August 20, 1949

284-B

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. W. C. Williams,
Assistant State Highway Engineer.

NOTED
W. C. WILLIAMS

Dear Sir:

Re: Sundial Undercrossing

Replying to your letter of July 28th concerning the prices to be applied to the quantities of the hypothetical grade separation for establishing the Railroad's contribution as provided in the agreement between the State and the Railroad covering the above titled project.

The substitution of prices from the Troutdale Grade Separation and Bristol Overpass and from the Troutdale-Dodson Bituminous Macadam Surfacing projects for items not covered in the Sundial contract, as proposed by you, is satisfactory to the Railroad.

However, it is believed, further consideration should be given to the price applied to Borrow Excavation. There being no similar item in the Sundial contract, it is felt, the application of the "General Excavation Unclassified" price to this item is erroneous.

The price of "General Excavation" was obviously based upon a material more difficult to remove than one would normally select for borrow, there being rock out-cropping in the work area. A portion of the embankment between Sundial and Sandy River was undoubtedly made from borrow material more nearly representative of a borrow that would be selected in this general locality than the material on which the "General Excavation" price was based. It is felt that the price applied to Borrow Excavation in the hypothetical estimate should more nearly reflect the cost of the

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AUG 23 1949
OREGON
STATE HIGHWAY COMMISSION

material one would normally select for that purpose.

Will you please give the above question consideration and advise me of your conclusion.

Yours truly,

L. W. Althof.

RECEIVED
SEP 12 1949
FOR FILING

FI-301(5)

3113

September 8, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the construction of guard rail on the Sundial Section of the Columbia River Highway in Multnomah County, Contract No. 3113, in connection with Federal Aid Project FI-301 (5).

As shown on the plans this guard rail is to be constructed from Station 437+25 to Station 445+00, left, and from Station 445+50 to Station 448+70, right. This work is necessary for traffic safety.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
[illegible]

RECEIVED
AUG 30 1949
FOR FILING

FGIP-301(6)
FI-301(5)
3113

UNION PACIFIC RAILROAD COMPANY

851 Pittock Block
Portland 5, Oregon

August 20, 1949

284-B

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. W. C. Williams,
Assistant State Highway Engineer.

Dear Sir:

Re: Sundial Undercrossing

Replying to your letter of July 28th concerning the prices to be applied to the quantities of the hypothetical grade separation for establishing the Railroad's contribution as provided in the agreement between the State and the Railroad covering the above titled project.

The substitution of prices from the Troutdale Grade Separation and Bristol Overpass and from the Troutdale-Dodson Bituminous Macadam Surfacing projects for items not covered in the Sundial contract, as proposed by you, is satisfactory to the Railroad.

However, it is believed, further consideration should be given to the price applied to Borrow Excavation. There being no similar item in the Sundial contract, it is felt, the application of the "General Excavation Unclassified" price to this item is erroneous.

The price of "General Excavation" was obviously based upon a material more difficult to remove than one would normally select for borrow, there being rock out-cropping in the work area. A portion of the embankment between Sundial and Sandy River was undoubtedly made from borrow material more nearly representative of a borrow that would be selected in this general locality than the material on which the "General Excavation" price was based. It is felt that the price applied to Borrow Excavation in the hypothetical estimate should more nearly reflect the cost of the material one would normally select for that purpose.

Will you please give the above question consideration and advise me of your conclusion.

Yours truly,

(sgd) L. W. Althof

L. W. Althof

RECEIVED
DEC 13 1949
FOR FILING

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 17, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-301(5)
Sundial Section
Columbia River Hwy.

Dear Sir:

Enclosed herewith for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: [illegible]. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
AUG 18 1949
OREGON
STATE HIGHWAY COMMISSION

PR 2 (Revised 1946)

7735

State Oregon

Federal Aid Project No. FI-301(5)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of August, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 1947, a program, which was approved on the 2nd day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 11th day of January, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred ninety thousand and 00/100 dollars ($190,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 428+00 in the NE 1/4, Section 27, T. 1 N., R. 3 E., W.M., and survey station 475+00 in the NE 1/4, Section 26, T. 1 N., R. 3 E., W.M., without exception,

, length 0.890 miles, in Multnomah County, being Oregon Federal Aid project No. FI-301(5), consisting of 0.890 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Wherever in this document the terms "Public Roads Administration" and "Federal Works Agency" appear, they shall include or have reference to the Bureau of Public Roads and the General Services Administration, as the context requires, to conform to the Federal Property and Administrative Services Act of 1949, Public Law 152, approved June 30, 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred ninety thousand and 00/100 dollars ($190,000.00), which does not exceed the authorized Federal pro rata share of three hundred twenty-three thousand, seven hundred sixty-four and 65/100 dollars ($323,764.65), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

ORGEON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Ben R. Chandler
Member, State Highway Commission
(Title of officer)

By Chas H. Reynolds
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
U.S. Bureau of Public Roads.

RECEIVED
AUG 15 1949
OREGON DISTRICT

RECEIVED
AUG 15 1949
DIVISION

RECEIVED
DEC 13 1949
FOR FILING

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~MONTANA~~
OREGON
IDAHO
~~WASHINGTON~~

P. O. BOX 3900
PORTLAND 8, OREGON

August 12, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon FGI-301(6), Sundial Undercrossing of the Columbia River Highway in Multnomah County.

Very truly yours,

W. H. Lynch,
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
AUG 15 1949
OREGON
STATE HIGHWAY COMMISSION

Jm

(Revised 1946)

pr 7734

State Oregon

Federal Aid Railway-Highway

Project No. FRH-301(6)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of August, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 1947, a program, which was approved on the 2nd day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 11th day of January, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred forty-six thousand and 00/100 dollars ($246,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

[illegible] A structure underpassing the Union Pacific Railroad at highway survey station 153+01.5 in the NW 1/4, Section 26, T. 1 N., R. 3 E., W.M.

, length 0.000 miles, in Multnomah County,

being Oregon Federal Aid / Railway-Highway project No. FGI-301(6), [illegible]

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Wherever in this document the terms "Public Roads Administration" and "Federal Works Agency" appear, they shall include or have reference to the Bureau of Public Roads and the General Services Administration, as the context requires, to conform to the Federal Property and Administrative Services Act of 1949, Public Law 152, approved June 30, 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred forty-six thousand and 00/100 dollars ($246,000.00), which does not exceed the authorized Federal pro rata share of two hundred seventy-three thousand, nine hundred and 00/100 dollars ($273,900.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. ~~The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:~~ (Include reference to statute authorizing funds and probable amount annually available)

Maintenance will be by the Oregon-Washington Railroad & Navigation Company and the Union Pacific Railroad Company pursuant to agreement with the State dated December 21, 1943.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Ben R Chandler
Member, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
U.S. Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
AUG 12 1949
OREGON DISTRICT

RECEIVED
JUL 29 1949
FOR FILING

795-30-1(6)

3113

616

July 28, 1949

Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Attention of Mr. L. W. Althof

Gentlemen:

Re: Sundial Undercrossing

The agreement between the State and the Union Pacific Railroad Company, covering the construction of the Sundial Road grade separation in Multnomah County, dated December 21, 1948, contains a provision, in paragraph C of page 9, for the allocation of a portion of the cost to the Union Pacific Railroad Company. This allocation of cost is based upon agreed quantities which would have been used had a separate crossing been constructed for the Sundial Road and the application of unit prices from the contract for the Sundial grade separation project. The structure, as actually being built, does not call for all of the items which would have been involved in the overcrossing for the Sundial Road, and we therefore do not have unit prices to apply to these particular items. The items in question are: (1) Furnishing Treated Piles, (2) Drive Piles, (3) Mineral Aggregate, (4) Asphalt.

We have recently completed a project in the immediate vicinity which did have the furnishing of treated piles and the driving of piles in the contract. This contract is for the Troutdale Grade Separation and Bristol Overpass, which are located approximately one mile to the east of the Sundial grade separation site. We also have underway a contract for bituminous macadam surfacing on the Troutdale-Dodson Section of the Columbia River Highway, the west end of which is approximately one mile east of the Sundial site. This contract contains items for mineral aggregate and for asphalt. In order to determine an allocation of cost in line with the allocation contemplated when our agreement was entered into, we propose to use the unit prices used for these four items in the two contracts cited above.

Using these prices, the following costs for the Sundial Road overcrossing would be used in allocating the cost to the railroad:

Structure

Excavation	200 cu. yd.	at $ 7.00	$ 1,400.00
*Furnish treated piles	600 lin. ft.	1.20	720.00
*Drive piles	24 each	35.00	840.00
Class A concrete	469 cu. yd.	35.00	16,415.00
Metal reinforcement	107,000 lbs.	0.12	12,840.00
Metal handrail	379 lin. ft.	11.00	4,169.00
	Subtotal		$36,384.00

Approach Road Work

Borrow Excavation	46,800 cu. yd.	at $ 0.965	$45,162.00
Pit run gravel in base	800 cu. yd.	2.40	1,920.00
3/4"-0" surfacing material	340 cu. yd.	3.65	1,241.00
**Mineral aggregate	180 cu. yd.	3.25	585.00
RC-3 road oil	2.4 tons	45.00	108.00
**Asphalt	12.3 tons	33.00	405.90
			$49,421.90
Total Cost			$85,805.90
Union Pacific Railroad Company cooperation at 10 per cent of cost			$ 8,580.59

* Prices from contract for Troutdale Grade Separation and Bristol Overpass, Oregon Contract No. 2974

** Prices from contract for Troutdale-Dodson Bituminous Macadam Surfacing, Oregon Contract No. 3082

I am attaching hereto copies of the two contracts mentioned above. It would be appreciated if you would study this matter and let us know whether it meets with your approval.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm

cc G. S. Paxson
T. M. Davis

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

NOTED
G.S.PAXSON

July 12, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FGI-301(6), Sundial Grade
Separation on the Columbia River
Highway

Dear Sir:

Section 8 of the State-Railroad construction agreement for the above project provides that the railroad will make a contribution based upon estimated items and quantities for a separation structure at a crossing of the Sundial Road, which can now be closed. Unit prices were to be those in a contract to be let for the Federal Aid project.

Several of the items listed in the agreement with the railroad are not carried in contract 3113 covering construction of the projects. Please advise what unit prices you propose using for these items.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

RECEIVED
JUL 13 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 13 [illegible]
FOR FILING

June 24, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Sundial Undercrossing Project No. FGI-301 (6). Likewise is enclosed one copy of form PR-9, covering program change to increase the setup of Federal funds from $145,300.00 to $246,000.00, this increased amount more nearly representing the maximum Federal pro rata share.

In addition we are enclosing four copies of the signature page of the agreement with the Union Pacific Company, covering the construction of the grade separation structure. The remaining pages of the agreement are identical with those in the copies sent to you with the P. S. & E. papers.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JNM/gs

Encl.

RECEIVED

FOR FILING

June 24, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Sundial Undercrossing Project No. FGI-301 (6). Likewise is enclosed one copy of form PR-[illegible], covering program change to increase the setup of Federal funds from $145,000.00 to $246,000.00, this increased amount more nearly representing the maximum Federal pro rata share.

In addition we are enclosing four copies of the signature page of the agreement with the Union Pacific Company, covering the construction of the grade separation structure. The remaining pages of the agreement are identical with those in the copies sent to you with the P. S. & E. papers.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gm

Encl.

Oregon State Highway Department

Federal Highway-Railway
Project No. FGI-301 (6)

[illegible] UNDERCROSSING OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 14, 1949

Type Code No. X631

Undercrossing Structure, Sta. A53+81.5

All Required		Shoring, Cribbing, Etc.		$ 1,500.00	
1,000	cu. yds.	Excavation for Structure	$ 7.00	7,000.00	
100	cu. yds.	Excavation Below Elevation Shown	7.00	700.00	
2,300	cu. yds.	Class "A" Concrete in Structure	35.00	80,500.00	
200,000	lbs.	Metal Reinforcement	0.12	24,000.00	
737,000	lbs.	Structural Steel	0.15	110,550.00	
300	lin. ft.	Metal Handrail	11.00	3,300.00	
530	sq. yds.	Membrane Waterproofing	3.00	1,590.00	
4,800	sq. ft.	Asphalt Plank	0.40	1,920.00	
370	lin. ft.	8" Perforated Metal Drain Pipe, Coated	2.00	740.00	
				$231,800.00	
All Required		Work To Be Performed by Union Pacific Company's Forces		17,200.00	
			Subtotal	$249,300.00	249,000.00
			10% Engr. & Cont.	24,930.00	
			Total	$274,230.00	273,900.00

Length 0.00 mile

Federal Aid Funds- -	$246,000.00
State Funds- -	28,230.00
	$274,230.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Highway-Railway
Project No. FGI-301 (6)

SUNDIAL UNDERCROSSING ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 6, 1949

Type Code No. X631

Undercrossing Structure, Sta. 451+81.5

All Required		Shoring, Cribbing, Etc.		$ 5,000.00
1,000	cu. yds.	Excavation for Structure	$ 5.00	5,000.00
100	cu. yds.	Excavation Below Elevation Shown	10.00	1,000.00
2,300	cu. yds.	Class "A" Concrete in Structure	60.00	138,000.00
200,000	lbs.	Metal Reinforcement	0.12	24,000.00
737,000	lbs.	Structural Steel	0.20	147,400.00
300	lin. ft.	Metal Handrail	12.00	3,600.00
530	sq. yds.	Membrane Waterproofing	3.00	1,590.00
4,800	sq. ft.	Asphalt Plank	1.00	4,800.00
370	lin. ft.	8" Perforated Metal Drain Pipe, Coated	2.00	740.00
				$331,130.00
All Required		Work To Be Performed by Union Pacific Company's Forces		17,200.00
			Subtotal	$348,330.00
			10% Engr. & Cont.	34,833.00
			Total	$383,163.00

Length 0.00 mile

Federal Aid Funds- $145,000.00
State Funds- 238,163.00

$383,163.00

18

WORK TO BE PERFORMED BY

UNION PACIFIC COMPANY'S FORCES

Labor and Materials for and Construct Main Track and Passing Track, Shoofly, Etc., Remove Existing Tracks from Site of Undercrossing, Restore Track after Completion of Structure- - - - - - - - - - - - - -	$17,200.00
Construct Temporary Grade Crossing Across Shooflies and Permanent Tracks, Remove Present Grade Crossing and Temporary Grade Crossing - - - - - - - - - - - - - - -	1,000.00
Rearrange Right of Way Fences, Etc.- - - - - - - - - - -	500.00
Remove and Re-establish Telegraph Lines- - - - - - - - -	1,500.00
Credit for Salvage- - - - - - - - - - -	Cr. 1,000.00
	$17,200.00

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

June 17, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Multnomah

FA or FAS Route No. FA 1

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	68	FGI-301 (6)	Union-Pacific R.R. at Sun Dial Road	Survey-Plans					Underpass Structure
				Right-of-Way					
				Construction	181,000	145,000	36,000		
				Total	181,000	145,000	36,000	0.00	
Requested Revision	68	FGI-301 (6)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	274,230	246,000	28,230		
				Total	274,230	246,000	28,230	0.00	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change:

To increase amount of Federal funds

ecommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

RECEIVED

FOR FILING

June 24, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Sundial Section, Project No. FI-301 (5). Likewise is enclosed one copy of four PR-9 covering program change to increase the setup of Federal funds from $76,000.00 to $190,000.00, this increased amount more nearly representing the maximum Federal pro-rata share.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:ew

Encl.

Oregon State Highway Department Federal Aid Project No. FI-301 (5)

CENTRAL SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 14, 1949

Type Code No. 6201

2-Lane Pavement (Sta. 428+00 to 445+00) (Sta. 464+00 to 475+00)

All Required		Clearing and Grubbing (60%)		$ 1,800.00
550	cu. yds.	Structural Excavation, Unclassified	$ 9.00	4,950.00
1,700	cu. yds.	General Excavation, Unclassified	0.965	1,640.50
100	hrs.	Topsoiling with Tractor and Carryall	15.00	1,500.00
30	hrs.	Topsoiling with Blade Grader	8.50	255.00
100	hrs.	Topsoiling with Shovel and Dragline	10.00	1,000.00
100	hrs.	Topsoiling with Tractor and Dozer	10.00	1,000.00
0.53	mile	Finishing Roadbed and Slopes	1,000.00	530.00
1,400	lin. ft.	Rounding Cutbanks	0.25	350.00
440	lin. ft.	18-inch Corrugated Metal Pipe	3.95	1,738.00
220	lin. ft.	24-inch Corrugated Metal Pipe	5.85	1,287.00
220	lin. ft.	36-inch Corrugated Metal Pipe	10.80	2,376.00
730	lin. ft.	12-inch Sewer Pipe	1.60	1,168.00
1	only	Type "B" Manhole	150.00	150.00
6,800	cu. yds.	3" - 0" Material in Base	2.40	16,320.00
1,240	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	3.65	4,526.00
160	M-gals.	Sprinkling	3.00	480.00
2.30	acres	Preparing, Fertilizing and Seeding of Grass Areas	185.00	425.50
240	lin. ft.	Asphaltic Concrete Traffic Markers	1.25	300.00
120	cu. yds.	3/4" - 0" Material in Binder Course	4.75	570.00
2,450	tons	Class "B" Asphaltic Concrete	7.75	18,987.50
16	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	720.00
			Subtotal	$ 62,073.50
			10% Engr. & Cont.	6,207.35
			Total	$ 68,280.85

Length	0.530 mile
Cost per mile	$128,831.79

Type Code No. 6201

4-Lane Pavement (Sta. 445+00 to 464+00)

Drainage Structure

All Required		Shoring, Cribbing, Etc.		$ 1,300.00
500	cu. yds.	Excavation for Structure	$ 7.00	3,500.00
40	cu. yds.	Excavation Below Elevation Shown	7.00	280.00
60	cu. yds.	Class "A" Concrete	80.00	4,800.00
7,900	lbs.	Metal Reinforcement	0.12	948.00
1	only	30-inch Head Gate	150.00	150.00
220	lin. ft.	30-inch Corrugated Metal Siphon Pipe, Protected Invert	10.00	2,200.00
				$ 13,178.00

Roadway

All Required		Clearing and Grubbing (40%)		$ 1,200.00
100	cu. yds.	Trench Excavation, Unclassified	4.00	400.00
850	cu. yds.	Structural Excavation, Unclassified	9.00	7,650.00
125,300	cu. yds.	General Excavation, Unclassified	0.965	120,914.50
330	hrs.	Topsoiling with Tractor and Carryall	15.00	4,950.00
80	hrs.	Topsoiling with Blade Grader	8.50	680.00
330	hrs.	Topsoiling with Shovel and Dragline	10.00	3,300.00
330	hrs.	Topsoiling with Tractor and Dozer	10.00	3,300.00
0.36	mile	Finishing Roadbed and Slopes	1,000.00	360.00
2,300	lin. ft.	Rounding Cutbanks	0.25	575.00
120	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.00	240.00
120	lin. ft.	12-inch Corrugated Metal Pipe	2.70	324.00
220	lin. ft.	18-inch Corrugated Metal Pipe	3.95	869.00
420	lin. ft.	24-inch Corrugated Metal Pipe	5.85	2,457.00
70	lin. ft.	8-inch Sewer Pipe	1.00	70.00
110	lin. ft.	12-inch Sewer Pipe	1.60	176.00
100	lin. ft.	18-inch Sewer Pipe	2.85	285.00
580	lin. ft.	24-inch Sewer Pipe	4.35	2,523.00
240	lin. ft.	6-inch O. D. Steel Pipe	2.10	504.00
12	cu. yds.	Rock or Gravel Backfill in Drains	7.00	84.00
1	only	Type "B" Manhole	150.00	150.00
3	only	Special Concrete Catch Basins	75.00	225.00
3	only	Concrete Catch Basins	50.00	150.00
30	cu. yds.	Concrete Curbs	60.00	1,800.00
220	sq. yds.	Concrete Surfacing	2.75	605.00
80	only	Concrete Sight Posts	11.00	880.00
All Required		Traffic Control Markers		30.00
7,900	cu. yds.	3" - 0" Material in Base	2.40	18,960.00
1,160	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	3.65	4,234.00
340	M-gals.	Sprinkling	3.00	1,020.00

1.70	acre	Preparing, Fertilizing and Seeding Grass Areas	$185.00	$ 314.50
1,860	lin. ft.	Asphaltic Concrete Traffic Markers	1.25	2,325.00
230	cu. yds.	3/4" - 0" Material in Binder Course	4.75	1,092.50
4,550	tons	Class "B" Asphaltic Concrete	7.75	35,262.50
26	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	1,170.00
				$219,080.00

Subtotal	$232,258.00
10% Engr. & Cont.	23,225.80
Total	$255,483.80

Length of Roadway 0.360 mile
Cost per mile $709,677.22

SUMMARY OF FUNDS

	Total Cost	Federal Aid Funds	State Funds
2-Lane Pavement	$ 68,280.85	$ 40,070.00	$ 28,210.85
4-Lane Pavement	255,483.80	149,930.00	105,553.80
	$323,764.65	$190,000.00	$133,764.65

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920: Chapter 529, Laws 1939.
State Funds for Maintenance: Chapter 529, Laws 1939.

Oregon State Highway Department   Federal Aid Project No. FI-301 (5)

MEMORIAL SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 6, 1949

Type Code No. 6201

2-Lane Pavement (Sta. 428+00 to 445+00)(Sta. 464+00 to 475+00)

All Required		Clearing and Grubbing (60%)		$ 1,200.00
550	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,650.00
1,700	cu. yds.	General Excavation, Unclassified	1.00	1,700.00
100	hrs.	Topsoiling With Tractor and Carryall	14.00	1,400.00
30	hrs.	Topsoiling With Blade Grader	8.00	240.00
100	hrs.	Topsoiling With Shovel and Dragline	12.00	1,200.00
100	hrs.	Topsoiling With Tractor and Dozer	11.00	1,100.00
0.53	mile	Finishing Roadbed and Slopes	1,000.00	530.00
1,400	lin. ft.	Rounding Cutbanks	0.20	280.00
440	lin. ft.	18" Corr. Metal Pipe	3.50	1,540.00
220	lin. ft.	24" Corr. Metal Pipe	5.00	1,100.00
220	lin. ft.	36" Corr. Metal Pipe	9.00	1,980.00
730	lin. ft.	12" Sewer Pipe	2.00	1,460.00
1	only	Type "B" Manhole	250.00	250.00
6,800	cu. yds.	3" - 0" Material in Base	2.50	17,000.00
1,240	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	3.50	4,340.00
160	M-gals.	Sprinkling	3.00	480.00
2.30	acres	Preparing, Fertilizing and Seeding of Grass Areas	200.00	460.00
240	lin. ft.	Asphaltic Concrete Traffic Markers	0.80	192.00
120	cu. yds.	3/4" - 0" Material in Binder Course	6.00	720.00
2,450	tons	Class "B" Asphaltic Concrete	7.00	17,150.00
16	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	800.00
20	tons	Furnishing and Placing RT-4 Tar in Binder Course	42.00	(Alternate)

Subtotal	$ 56,772.00
10% Engr. & Cont.	5,677.20
Total	$ 62,449.20

Length	0.530 mile
Cost per mile	$117,828.67

Type Code No. 6201

4-Lane Pavement (Sta. 445+00 to 464+00)

Drainage Structure

All Required		Shoring, Cribbing, Etc.		$ 500.00
500	cu. yds.	Excavation for Structure	$ 5.00	2,500.00
40	cu. yds.	Excavation Below Elevation Shown	10.00	400.00
60	cu. yds.	Class "A" Concrete	65.00	3,900.00
7,900	lbs.	Metal Reinforcement	0.12	948.00
1	only	30" Head Gate	350.00	350.00
220	lin. ft.	30" Corr. Metal Siphon Pipe, Protected Invert	7.00	1,540.00
				$ 10,138.00

Roadway

All Required		Clearing and Grubbing		$ 800.00
100	cu. yds.	Trench Excavation, Unclassified	$ 3.00	300.00
850	cu. yds.	Structural Excavation, Unclassified	3.00	2,550.00
125,300	cu. yds.	General Excavation, Unclassified	1.00	125,300.00
330	hrs.	Topsoiling With Tractor and Carryall	14.00	4,620.00
80	hrs.	Topsoiling With Blade Grader	8.00	640.00
330	hrs.	Topsoiling With Shovel and Dragline	12.00	3,960.00
330	hrs.	Topsoiling With Tractor and Dozer	11.00	3,630.00
0.36	mile	Finishing Roadbed and Slopes	1,000.00	360.00
2,300	lin. ft.	Rounding Cutbanks	0.20	460.00
120	lin. ft.	8" Perforated Metal Drain Pipe, Coated	2.00	240.00
120	lin. ft.	12" Corr. Metal Pipe	2.50	300.00
220	lin. ft.	18" Corr. Metal Pipe	3.50	770.00
420	lin. ft.	24" Corr. Metal Pipe	5.00	2,100.00
70	lin. ft.	8" Sewer Pipe	1.00	70.00
110	lin. ft.	12" Sewer Pipe	2.00	220.00
100	lin. ft.	18" Sewer Pipe	3.50	350.00
580	lin. ft.	24" Sewer Pipe	4.50	2,610.00
240	lin. ft.	6" O. D. Steel Pipe	6.00	1,440.00
12	cu. yds.	Rock or Gravel Backfill in Drains	5.00	60.00
1	only	Type "B" Manholes	250.00	250.00
3	only	Special Concrete Catch Basins	75.00	225.00
3	only	Concrete Catch Basins	60.00	180.00
30	cu. yds.	Concrete Curbs	50.00	1,500.00
220	sq. yds.	Concrete Surfacing	3.00	660.00
80	only	Concrete Sight Posts	6.00	480.00
All Required		Traffic Control Markers		100.00
7,900	cu. yds.	3" - 0" Material in Base	2.50	19,750.00
1,160	cu.yds.	3/4" - 0" Material in Leveling Course and Shoulders	3.50	4,060.00
340	M-gals.	Sprinkling	3.00	1,020.00
1.70	acres	Preparing, Fertilizing and Seeding Grass Areas	200.00	340.00

1,860	lin. ft.	Asphaltic Concrete Traffic Markers	$ 0.80	$ 1,488.00
230	cu. yds.	3/4" - 0" Material in Binder Course	6.00	1,380.00
4,550	tons	Class "B" Asphaltic Concrete	7.00	31,850.00
26	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	50.00	1,300.00
31	tons	Furnishing and Placing RT-4 Tar in Binder Course	45.00	(Alternate)
				$215,363.00
			Subtotal	$225,501.00
			10% Engr. & Cont.	22,550.10
			Total	$248,051.10

Length of Roadway 0.360 mile
Cost per mile $689,030.83

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
2-Lane Pavement	$ 62,449.20	$19,710.00	$ 42,737.20
4-Lane Pavement	248,051.10	78,290.00	169,761.10
	$310,500.30	$98,000.00	$212,500.30

17000

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We enclose a copy of Mr. Lynch's letter to Mr. Althof, with which he returned two signed copies of your agreement with the Union Pacific Railroad Company in connection with Oregon Project FGI-301(6), the Sundial Undercrossing.

If the signed agreement is identical with the one from which prints were made and submitted with P.S.& E. for the project, you may, in lieu of submitting a complete certified copy, furnish a print of the page showing signatures, with an appropriate certificate relating it to the earlier submission.

Very truly yours,

T. M. DAVIS
District Engineer

Encl.

COPY FOR MR. BALDOCK

March 10, 1949

Mr. L. W. Althof, Resident Engineer
Union Pacific Railroad Company
631 Pittock Block
Portland 5, Oregon

Dear Sir:

In accordance with your March 9 letter presented by Mr. Heyninger, we are returning two copies of your agreement with the State of Oregon, dated December 21, 1948, showing our approval this date.

Very truly yours,

[illegible]
Division Engineer

Encl.

January 17, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the conversation with you, by telephone, regarding the setup of funds for the Sundial Undercrossing Structure, Project No. FGI-301 (6).

While the present setup of funds is less than the permissible regular Federal Aid pro rata and it would be possible to change from a Railway-Highway Grade Crossing Project to a regular Federal Aid Project, it is our intention to later request an increase in setup of funds sufficient to exceed the regular Federal Aid pro rata and for this reason request the FG prefix be retained.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

January 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

F.S.AE. documents for Oregon Project WI-501(6), Sundial Undercrossing of the Union Pacific Railroad on the Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending advice that all right-of-way or rights-of-entry have been obtained and pending submission of executed copies of the agreement between the Port of Portland and Multnomah County.

The railroad agreement cannot be approved until executed copies are received. It is noted that the agreement provides that unless it is approved by March 21, it will be come null and void and accordingly executed copies should be submitted for our consideration at an early date.

When the project agreement estimate is prepared, it is requested that the amount of the railroad contribution included in the "State Funds" shown be indicated.

Very truly yours,

T. M. DAVIS
District Engineer

January 6, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the P. S. & E. papers for the Sundial Section, Project No. FI-301 (5), being sent to you today by messenger.

You will note the east end of the project is at Station 475+00, as we plan to change the west end of Project No. 301 (3), previously shown at Station 471+70, to this same station. This revision appears desirable for the reason that changes in the plans provide for the material for construction of the roadway between the above stations to come from excavation on FI-301 (5) instead of FI-301 (3) as originally planned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

January 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the Sundial Undercrossing, Project No. FGI-301 (6).

The original programmed cost of this project was made prior to design of the structure and accordingly but little accurate information except length of the structure was known. This, together with increase in construction costs subsequent to programming, has resulted in the overrun in cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

January 7, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the Sundial Section, Project No. FI-301 (5).

The program description for this project provided for 0.27 mile 2-lane and 0.56 mile 4-lane high-type pavement and an underpass structure. This description should be revised to read "0.53 mile 2-lane and 0.36 mile 4-lane high-type pavement."

The 4-lane portion has been carried only through the underpass section of the project and the 2-lane portion extended accordingly. This change has been made to keep the project cost as low as possible and yet to provide for an ultimate 4-lane pavement.

The underpass structure was eliminated due to change in the connection of the Aluminum Plant Road.

The programmed cost for the project was made prior to the preparation of the plans and accordingly the later more accurate information plus increase in construction costs has resulted in the overrun in cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

SUNDIAL UNDERCROSSING

PROJECT NO. FGI-301 (6)

The agreement with the railroad company covering construction of the undercrossing structure includes an easement permitting construction of the structure on the railway company's property. It is now believed the agreement will be fully executed within sixteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 6, 1949

File

RECEIVED
MAY 25 194
FOR FILING
FGI-301(6)

May 20, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Mr. Paxson's letter dated May 16, 1949 transmitting the proposed details of the construction joints in the abutments of the Sundial Grade Separation, Oregon Project No. FGI-301(6), has been received.

We note that the proposed details are acceptable to the Railroad Company and that the additional cost of the joints is $387.00 as estimated by the contractor.

The construction joint details and the estimated additional cost for their inclusion are satisfactory and you are authorized to proceed with the necessary negotiations with the contractor.

Please send us four additional copies of your Drawing Number 6876-S at the time the change order is forwarded, unless the drawing is made a part of the change order.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
APR [illegible]
FOR FILING
FGI-301(6)

Original sent to
Mr. Paxson by H.B.G.
4-22-49.

April 20, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Please refer to my previous letter to you dated February 21, 1949, and to Mr. Paxson's answer dated February 25, 1949, discussing the desirability of including vertical construction joints in the abutments of the Sundial Grade Separation, Oregon Project No. FGI-301(6). The objections to providing these joints which were contained in Mr. Paxson's letter of February 25, 1949, were considered reasonable and valid, and our recommendation to our Washington Office was to omit the joints and construct the abutments as per the contract plans.

We have now received the following additional comment and recommendation from our Washington Office.

"The State's reluctance to introduce normal joints is noted and is understandable. In the present case, it would be possible to introduce vertical construction joints which need not be normal. These would largely eliminate shrinkage as the cause of cracks if a few days seasoning of adjacent sections be required before the filling sections are poured. It is recommended that this be done."

The original recommendation from our Washington Office was to provide a vertical joint in each abutment at the approximate middle points. What they are now recommending is apparently two vertical construction joints in each abutment wall at about the third points. Also, these joints are to be placed parallel to the center lines of the beams rather than normal to the centerline of bearing at the abutments. It appears also that the primary purpose of these joints would be to control and localize any cracking of the abutment walls from concrete shrinkage during curing.

While not absolutely necessary, provision of these joints is desirable and would be inexpensive. Copper sealing strips should be installed at these joints, however, to prevent seepage and unsightly staining of the abutment walls. Your reconsideration of this matter would be appreciated.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
APR 20 1949
FOR FILING

FI 301(5)-(6)

3113

File

April 18, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 13, 1949 on Contract No. 3113, Sundial Section in connection with Federal Aid Project Nos. FGI-301 (6), FI-301 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

DBP:md

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APR 4 1949
FOR FILING

71-301(5) - 71-301(6)

3113

Files

April 4, 1949

Mr. Carl M. Halvorson
218 Builders Exchange Bldg.
Portland 4
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3113 which was awarded to you on March 8, 1949 by the State Highway Commission, covering the Sundial Section of Columbia River Highway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Received

RECEIVED
APR 7 1949
FOR FILING

FI-301(3)

File

April 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Original referred to Mr. Popham by H.C.H.

Dear Sir:

We have received the following comments from our Washington Office concerning loads on piles, Troutdale Grade Separation, Oregon Project FI-301(3).

"Maximum pile load of 38 tons (approximate)

Piles driven to practical refusal into layer of gravel and boulders.

Assuming pile to act as a short column, allowable pile load of a 12 inch tip pile is 45 tons.

We recognize the fact that AASHO Bridge Specifications are complied with as regards point bearing timber piles. However, in view of local conditions, we believe that a modification in the arrangement of piles would have been desirable. This is based on the following:

1. Gravel and boulders, as anticipated, may be expected to render driving difficult.

2. The requirement of driving piles to refusal in the material indicated increases the possibility of pile damage; either by brooming or breakage, than if piles are driven to less capacity.

3. Uneven tip bearing is possible and probable.

4. It is our opinion that a 25-ton maximum pile load is reasonable, desirable and justified."

The plans for the project are approved as submitted, and the comments are for your consideration on future projects of similar construction.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
MAR 10
FOR FILING

L. W. ALTHOF
RESIDENT ENGINEER

Form 3010
7-37-3000

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

PORTLAND, OREGON

March 9, 1949

284-B

Mr. W. H. Lynch,
District Engineer,
U.S. Public Roads Administration,
P.O. Box 3900,
Portland, Oregon.

(CC - Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Mr. J. M. Devers,
Chief Counsel,
Oregon State Highway Commission,
Salem, Oregon.

Mr. L. A. Collins - Portland
Mr. R. P. Shields - Portland
Mr. D. J. Callahan - Portland
Mr. A. McAllister - Albina)

Dear Sir:

Herewith for approval by your Bureau, if consistent, are duplicate counterparts of agreement dated December 21, 1948 between the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and the State of Oregon, covering easement for Sundial Road grade separation in Multnomah County, Oregon. You will note such approval is due on or before March 21, 1949.

When approved, will you kindly return both documents to me for distribution.

Yours truly,

LWAlthof

L. W. Althof.

RECEIVED

SHIP AND TRAVEL BY RAIL

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MARCH 8, 1949

Xiv/

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
FINANCIAL CENTER BUILDING
PORTLAND, OREGON

CONCURRENCE IS REQUESTED IN AWARD TODAY CONTRACTS AS FOLLOWS:
F1-301(3)
SUN DIAL SECTION TO CARL M. HALVORSON OF PORTLAND AND TROUTDALE SECTION TO C. T. MALCOLM & CO. OF PORTLAND. RIGHTS OF ENTRY FOR WHOLE OF BOTH SECTIONS ARE ACQUIRED.

R. H. BALDOCK

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

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MAR 10 [illegible]
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OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your wire of today requesting our concurrence in award of contract for combined Federal Aid Projects No. FI-301(5) and FGI-301(6), Sundial Section grading, paving and structure to Carl M. Halverson, who submitted the low bid.

In view of your advice thatall rights-of-entry have been acquired, we hereby concur in award of contract as of this date.

Very truly yours,

T. M. DAVIS
District Engineer

REC[illegible]
STA[illegible]

RECEIVED
FOR FILING

File

February 22, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Williams,

Gentlemen:

Re: Sundial Section - Columbia River Hwy.

This will authorize the Oregon State Highway Commission to extend the time for acceptance of bids on the Sundial Section - Columbia River Highway, for an additional thirty days beyond the period stipulated in the origial bidding documents opened on January 25th, 1949.

This extention of time is made with the approval and consent of the Surety Company as you will note from their affirmation below.

CARL M. HALVORSON, GENERAL CONTRACTOR

Carl M. Halverson

The above extention of time of 30 days granted to the Oregon State Highway Commission for acceptance of Carl M. Halvorson's bid on the Sundial Section - Columbia River Highway is herewith approved and consented to without reservation.

GENERAL CASUALTY COMPANY

Edna M. Stewart
Attorney-in-fact.

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FEB 23 1949
FOR FILING

File

February 21, 1949

[illegible]
C. WILLIAM

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Washington headquarters has made the following comment in regard to the Sundial Grade Separation, Oregon Project No. FGI-302(6).

"Relative to the structure plans, it is recommended that vertical joints be introduced into each abutment at the approximate middle points."

We are not entirely convinced of the necessity for this joint. Also any joint at or near the center of the abutments would be too close to the bearings of the main girders. In fact it is difficult to pick a satisfactory location for a vertical construction joint. Your opinion on this matter would be appreciated.

We have only recently noted the following discrepancy in the structure plans, and suggest that corrected drawings be furnished all interested parties in order to minimize the danger of later difficulties during construction. The overall dimensions of the abutments shown on the "Elevation of Abutments", Drawing No. 8908 do not agree with the dimensions shown on "Plan", Drawing No. 8920.

Very truly yours,

original to Paxson

T. M. DAVIS
District Engineer

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FOR FILING

FORM E-20 10M 6-40 29489

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1949

SUBJECT: F1-301(5)

To: Mr. S. H. Probert
Office

L

Attached is a copy of an agreement between the State Highway Commission and County of Multnomah and Port of Portland with respect to vacation of Sun Dial Secondary Highway, Multnomah County.

Mr. Glaisyer has retained the original in his office for the Commission's files, and a fully executed copy has been mailed to the County Court of Multnomah County, and one fully executed copy to the Port of Portland.

L. H. Warfield
L. H. Warfield
Staff Engineer

LHW/gd

cc: Forrest Cooper

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of January, 1949, by and between the State of Oregon, by and through its State Highway Commission, herein called the "State", party of the first part, the County of Multnomah, by and through its Board of County Commissioners, herein called the "County", party of the second part, and the Port of Portland, a municipal corporation, herein called the "Port", party of the third part, WITNESSETH:

RECITALS.

1. The State has relocated a section of the Columbia River Highway, the easterly terminus of which, for the purpose of this agreement, is at the Sandy River, and the westerly terminus is a point approximately one-half mile westerly from the existing junction of the Columbia River Highway and the Sundial Road.

2. The State has placed under contract for construction a part of said relocated section of the Columbia River Highway, and contemplates calling for bids within thirty days from date hereof, for the remainder of said section of relocated highway.

3. The said highway project includes a separation of grades between the highway and the tracks of the Union Pacific Railroad.

4. There is involved in said project a secondary state highway known as Sundial Secondary State Highway No. 124, which said highway extends from a junction with the Columbia River Highway at a point approximately one mile west of Troutdale, thence northerly a distance of approximately 1.3 miles to the existing dyke.

5. Subsequent to the preparation of the plans for the construction of said relocated highway, included in which plans is the separation of railroad and highway, the Port elected to extend the Troutdale Airport runways, and for such purpose acquired additional real properties, which said real properties lie to the west of a part of said secondary highway, and therefore, include within the boundaries of the airport area a part of said Sundial Secondary Highway.

6. It is recognised that the extension of said airport runways over and along the newly acquired real property has made imperative the abandonment for vehicular use of a section or part of the secondary state highway known and designated as Sundial Secondary Highway No. 124.

7. The Port has requested the State and the County to eliminate from said highway the section thereof which is within the boundaries of the airport.

8. For the purpose of cooperating with the Port in its purpose to make more serviceable the Troutdale Airport, the County and the State have agreed to release the section of said secondary highway which is defined and shown colored in red on Exhibit "A" attached hereto, but such release and abandonment is subject to the several and respective conditions and obligations set forth herein.

NOW, THEREFORE, based in part upon the foregoing recitals of admitted facts, it is agreed by and between these parties as follows:

THINGS TO BE DONE BY THE STATE:

1. Construct or cause to be constructed as a part of the Columbia River Highway over and along a relocated route, which, for the purpose of this agreement, begins at the Sandy River, thence westerly to a point

approximately one-half mile west of the existing junction of the Columbia River Highway and the Sundial Road. As a part of said relocated highway, there shall be a separation of highway and railroad grades, which separation shall be accomplished by the construction of the highway beneath the tracks of the railroad.

2. Join and cooperate with the County in the removal from the secondary highway system of a part of the Sundial Secondary State Highway No. 124, and, upon completion of the statutory proceedings incident to the removal of said section of said secondary highway from the secondary highway system, the part removed shall revert to its status as a county road, and shall be under the jurisdiction and control of the County. The part of said secondary highway which is to be removed from the secondary highway system is the section which begins at the southerly boundary of the Troutdale Airport area and extends northerly to the existing dyke.

3. Provide and maintain proper and convenient access and connection with said relocated Columbia River Highway for and over a county road which is to be constructed at the expense of the Port, which road is to serve in lieu of the section of said secondary state highway, which, by reason of the extension of the airport runways, will be included or incorporated in the airport areas, and which road is shown colored in yellow on said Exhibit "A".

THINGS TO BE DONE BY THE COUNTY:

1. Cooperate with the State in the accomplishment of the removal from the state secondary highway system of the section of said secondary state highway which extends from the south boundary of the airport area

to the northern terminus of said secondary state highway.

2. Upon the elimination from the secondary state highway system of the said section of said secondary state highway, accept jurisdiction thereover and responsibility for the maintenance of said road as a county road, excepting the part which has been incorporated in the extended airport runways.

3. Establish and thereafter maintain as a county road the section of road which is to be constructed at the expense of the Port in lieu of the part of said state secondary highway which is to be taken over by the Port and incorporated in the runways of said extended airport area.

THINGS TO BE DONE BY THE PORT:

1. Provide all necessary rights of way and construct or cause to be constructed at its expense a road or highway for vehicular traffic, which road or highway shall begin at a point at or near the relocated Columbia River Highway and extend thence northeasterly to the dyke which is located at the east end of the Troutdale Airport area, thence paralleling said dyke to a connection with the Graham Road.

2. Construct said road pursuant to plans and specifications prepared by the County.

3. Provide that title to real properties acquired for right of way for said road or highway shall be vested in the County, and said road, upon completion, shall be placed under the jurisdiction and control of the County.

GENERAL PROVISIONS:

1. There is attached hereto and made a part hereof, a map marked Exhibit "A", on which map there is shown the following data and information:

(a) Colored in orange - the route of the relocated section of the

Columbia River Highway, referred to in this agreement.

(b) Colored in yellow - the route or location of the county road which is to be constructed by and at the expense of the Port.

(c) Shown in a combination of three colors, orange, red and green - Sundial Secondary State Highway No. 124.

(d) The portion of said Sundial Secondary State Highway, shown colored in orange on said Exhibit "A", is the section of said highway which is to be retained as a secondary highway under the responsibility and jurisdiction of the State.

(e) The section of said highway colored in red on said Exhibit, is the section to be abandoned and made available to the Troutdale Airport.

(f) The section or area colored in green, is the section of said secondary state highway which is to revert to the status of county road and to be taken over by the County.

2. It is recognized that the public welfare and all interests of the general public can be best served if each of the parties to this agreement cooperates with the other. Therefore, each party pledges to the other complete cooperation to the end that the results contemplated by this agreement may be accomplished.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this the day and year first above written.

ATTEST:

/s/ H.B. Glaisyer
Secretary

APPROVED:
R.H. Baldock
State Highway Engineer

APPROVED:
J.M. Devers
Chief Counsel

STATE OF OREGON, by and through its State Highway Commission

/s/ By T.H. Banfield
Chairman

/s/ By A.W. Schaupp
Commissioner

/s/ By Ben R. Chandler
Commissioner

State

COUNTY OF MULTNOMAH, by and through its Board of County Commissioners

By Shull
Chairman

By M. James Gleason
Commissioner

By Alan Brown
Commissioner

County

APPROVED AS TO FORM
Erskine Wood
of Counsel for The Port of Portland

PORT OF PORTLAND, a municipal corporation

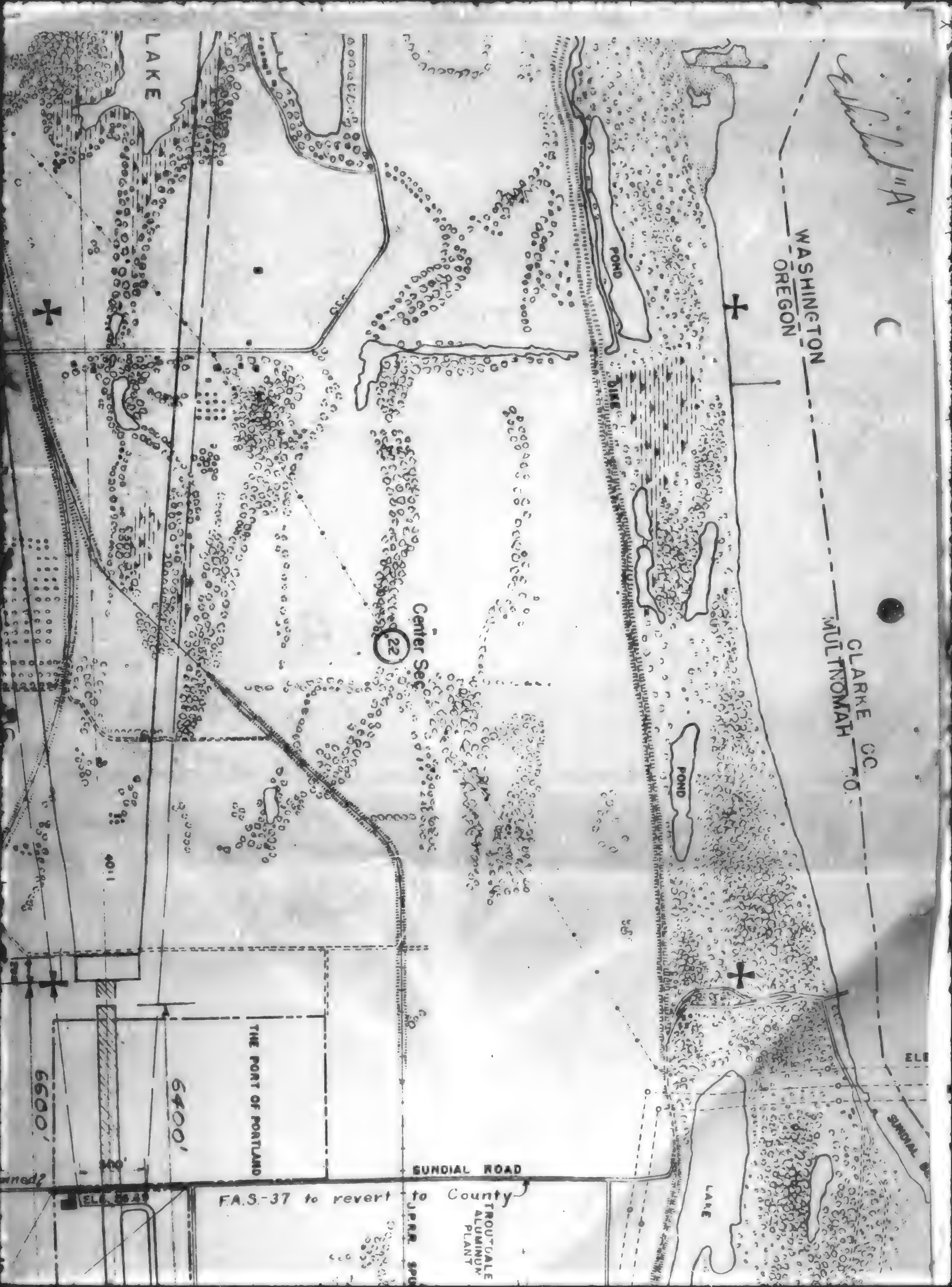
By Henry L. Corbett
President

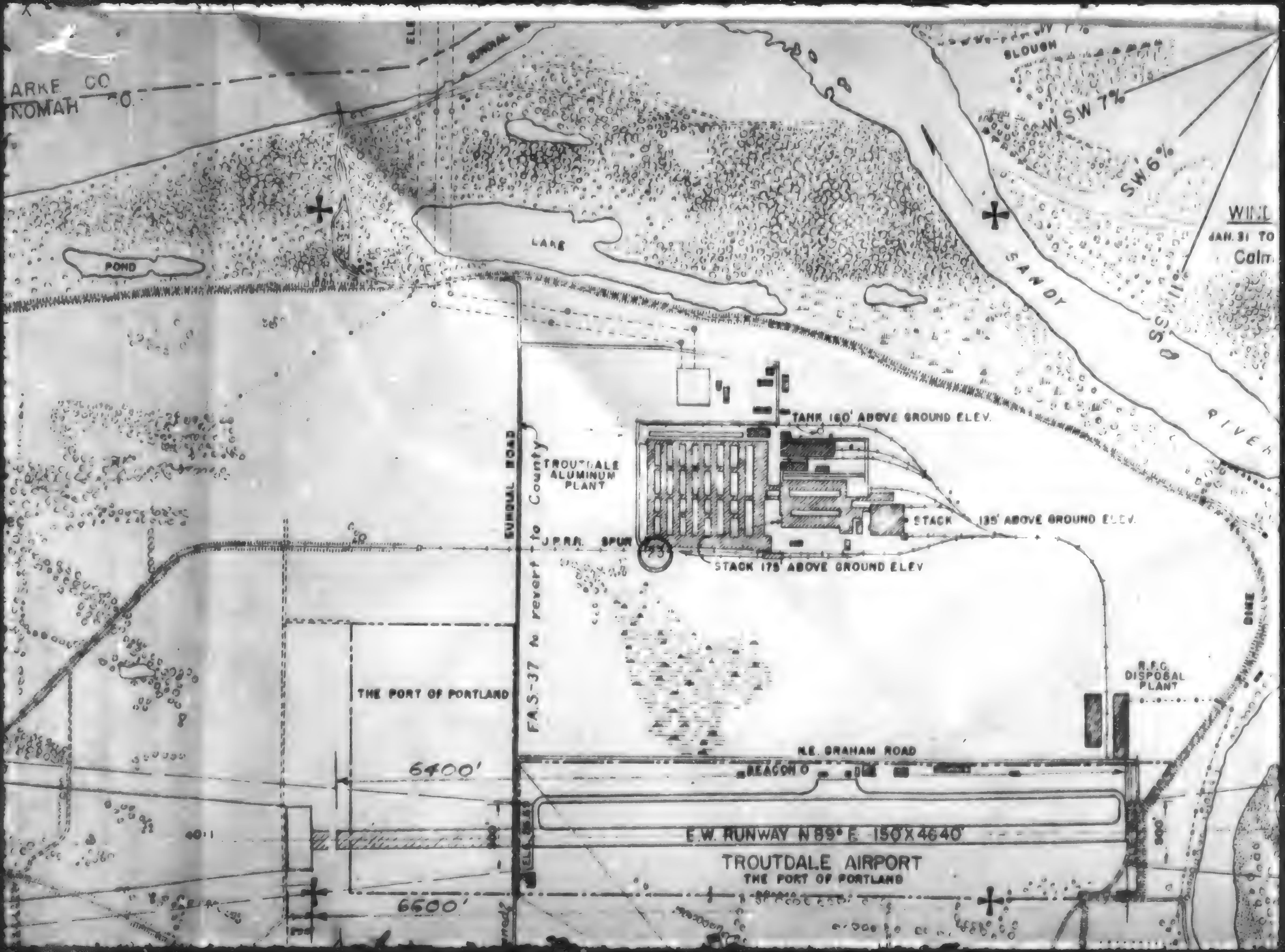
By J.P. Doyle
ASST. Secretary

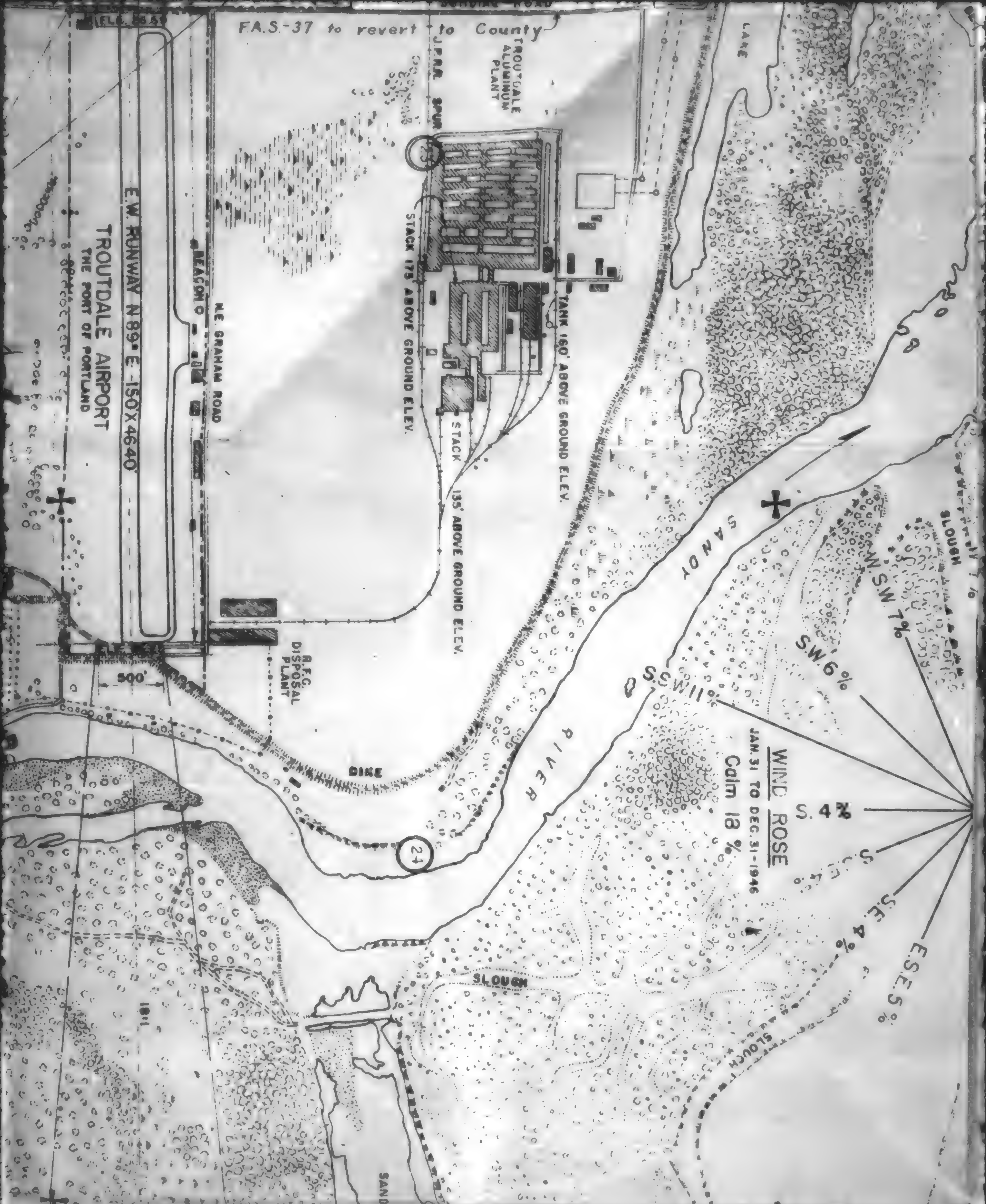
Port

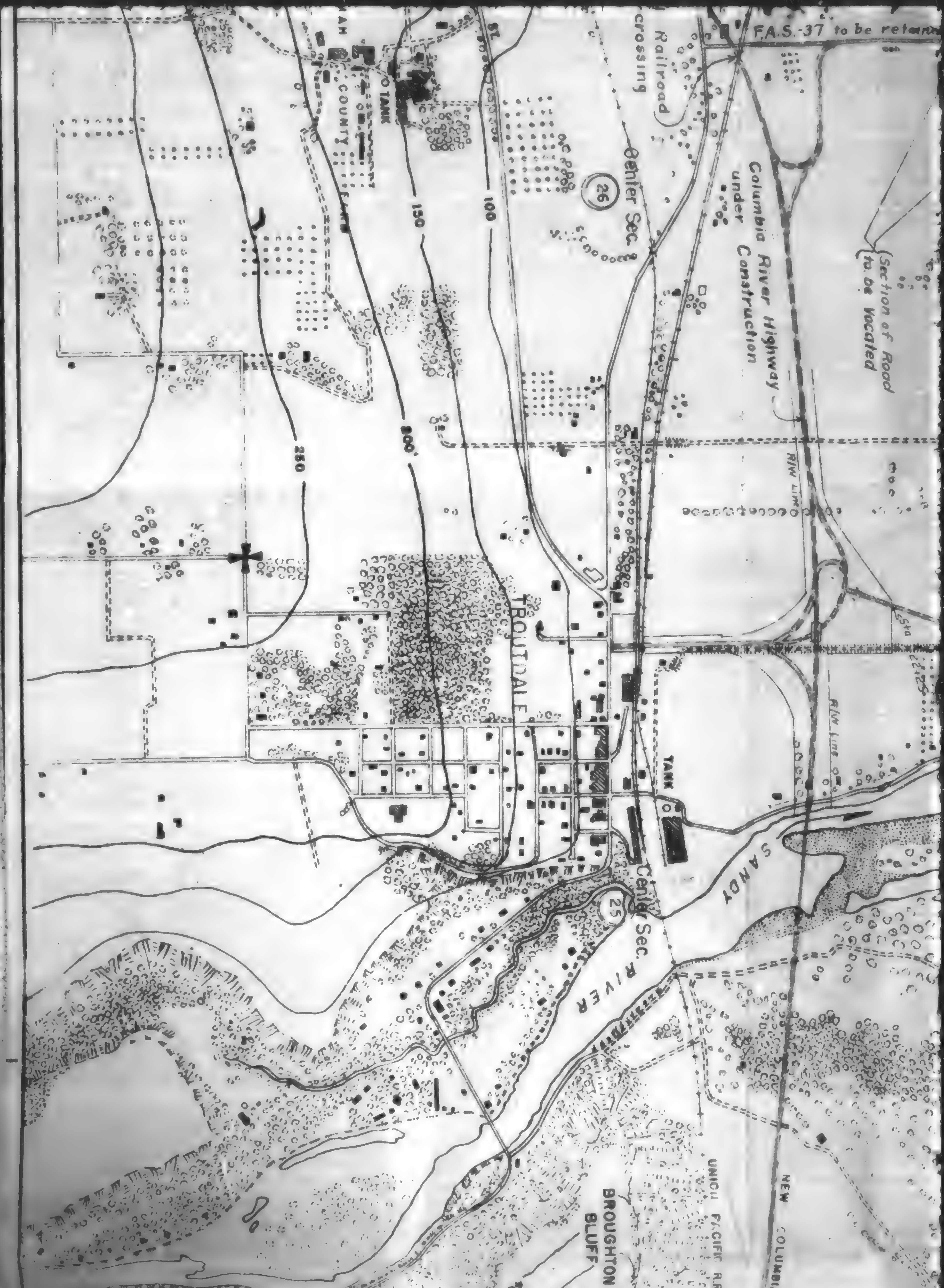
JMD:FRC
1/7/49

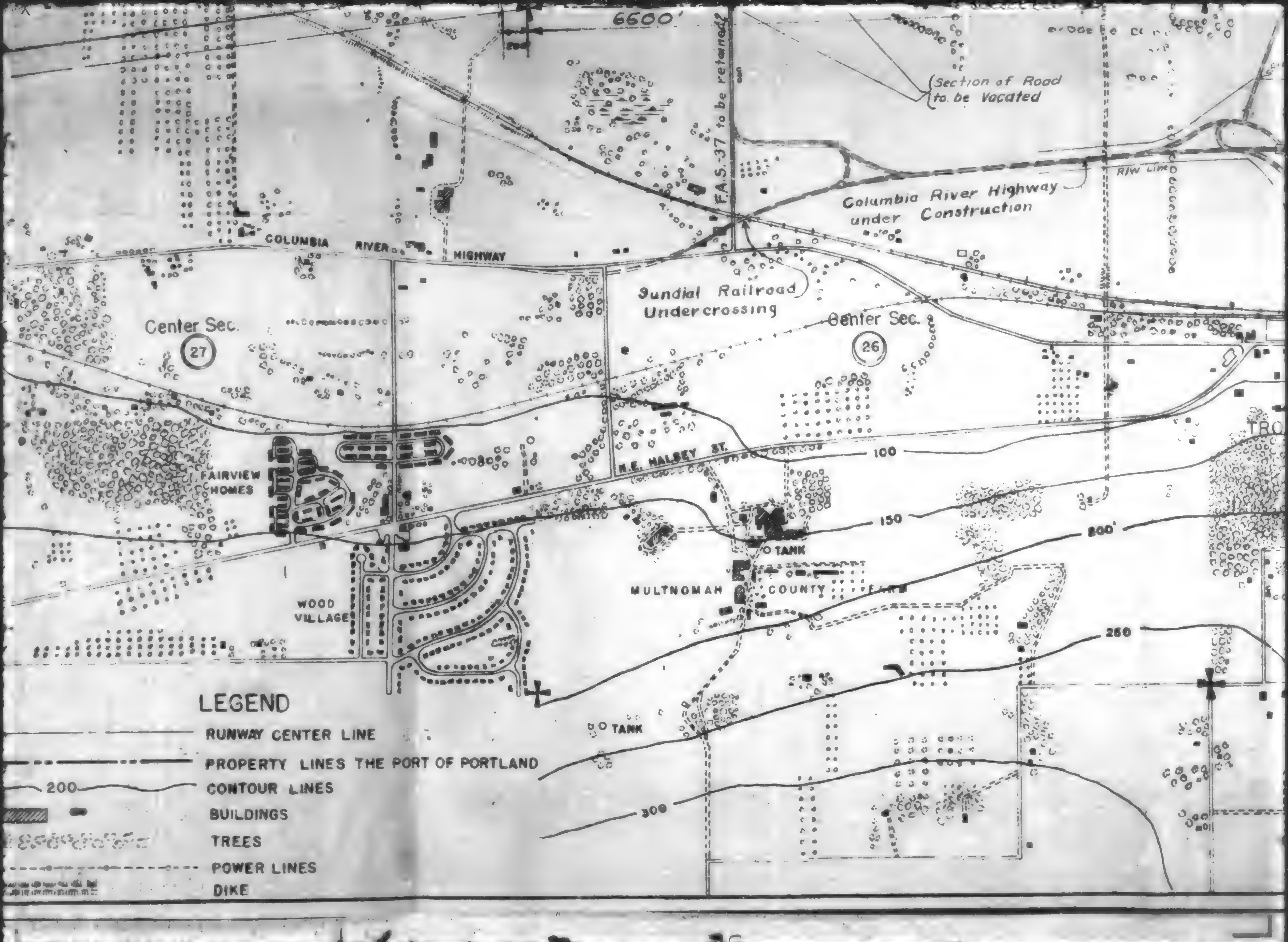
Exhibit "A"

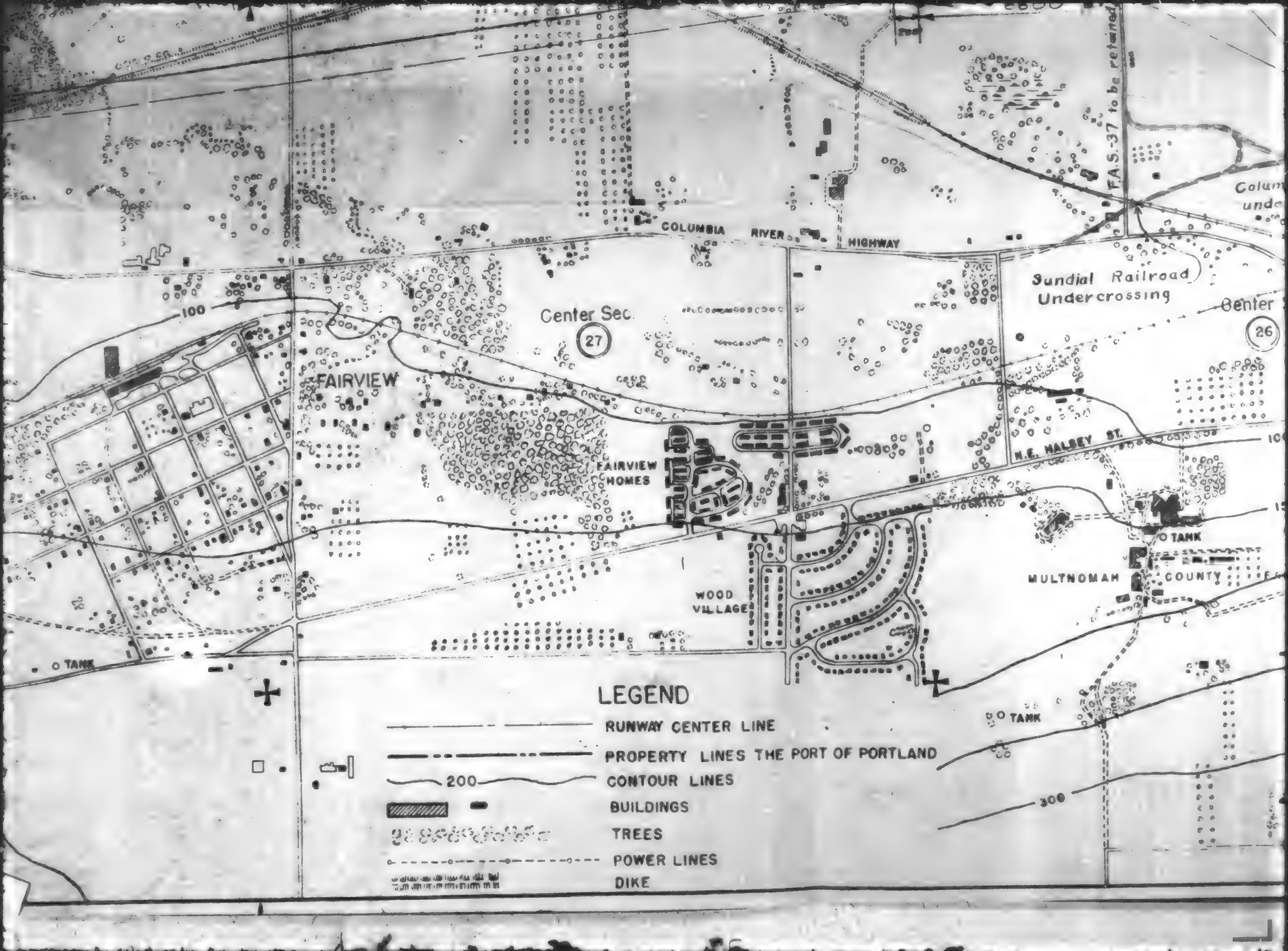

LAKE
POND
DIKE
POND
WASHINGTON
OREGON
CLARKE CO.
MULTNOMAH CO.
Center Sec.
22
401
THE PORT OF PORTLAND
6600'
6400'
300
SUNDIAL ROAD
F.A.S.-37 to revert to County
TROUTDALE ALUMINUM PLANT
U.P.R.R. SPUR
ELE
SUNDIAL
LAKE
ELE. 26.49
oned?


ARKE CO
NOMAH CO
SUNDIAL ROAD
POND
LAKE
SLOUGH
W.S.W 7%
SW 6%
S 11%
WIND
JAN. 31 TO
Calm
SANDY RIVER
TANK 160' ABOVE GROUND ELEV.
TROUTDALE ALUMINUM PLANT
STACK 135' ABOVE GROUND ELEV.
STACK 175' ABOVE GROUND ELEV.
U.P.R.R. SPUR
F.A.S.-37 to revert to County
THE PORT OF PORTLAND
DIKE
R.F.C. DISPOSAL PLANT
N.E. GRAHAM ROAD
BEACON
6400'
6600'
E.W. RUNWAY N 89° E 150'X4640'
TROUTDALE AIRPORT
THE PORT OF PORTLAND
900'


F.A.S.-37 to revert to County
TROUTDALE ALUMINUM PLANT
U.P.R.R. SPUR
E-W RUNWAY N 89° E 150 X 4640
TROUTDALE AIRPORT
THE PORT OF PORTLAND
BEACON
N.E. GRAHAM ROAD
STACK 175' ABOVE GROUND ELEV.
TANK 160' ABOVE GROUND ELEV.
STACK
135' ABOVE GROUND ELEV.
R.F.C. DISPOSAL PLANT
500'
DIKE
SANDY
RIVER
LAKE
SLOUGH
SAND BAR
1811
23
24
WIND ROSE
JAN. 31 TO DEC. 31-1946
Calm 18%
W.S.W. 7%
S.W. 6%
S.S.W. 11%
S. 4%
S.S.E.
S.E. 4%
E.S.E. 5%


F.A.S.-37 to be retain
Railroad crossing
Center Sec.
26
Columbia River Highway under Construction
Section of Road to be Vacated
ST.
TANK
AH
COUNTY
100
150
200
250
TROUTDALE
R/W Line
R/W Line
5th St
TANK
SANDY
RIVER
25
Center Sec.
UNION PACIFIC R.R.
BROUGHTON BLUFF
400
NEW COLUMBIA RIVE
RIVE


6500'
F.A.S.-37 to be retained?
Section of Road to be Vacated
Columbia River Highway under Construction
R/W Line
COLUMBIA RIVER HIGHWAY
Sundial Railroad Undercrossing
Center Sec. 27
Center Sec. 26
FAIRVIEW HOMES
N.E. HALSEY ST.
100
150
200'
250
300
TANK
TANK
MULTNOMAH COUNTY FARM
WOOD VILLAGE
TRO
LEGEND
RUNWAY CENTER LINE
PROPERTY LINES THE PORT OF PORTLAND
200 CONTOUR LINES
BUILDINGS
TREES
POWER LINES
DIKE


COLUMBIA RIVER HIGHWAY
F.A.S.-37 to be retained
Colum
unde
Sundial Railroad Undercrossing
Center
26
100
Center Sec.
27
FAIRVIEW
FAIRVIEW HOMES
N.E. HALSEY ST.
100
15
TANK
MULTNOMAH COUNTY
WOOD VILLAGE
TANK
TANK
300
LEGEND
RUNWAY CENTER LINE
PROPERTY LINES THE PORT OF PORTLAND
200
CONTOUR LINES
BUILDINGS
TREES
POWER LINES
DIKE

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FOR FILING

January 31, 1949

Parker-Schram Company
Builders Exchange Building
Portland 4, Oregon

Attention: Mr. Carl A. Schram

Gentlemen:

In reply to your letter of January 25 having reference to possibility of separate bonds on the Sun Dial Section of the Columbia River Highway in Multnomah County, you are advised that this matter has had the earnest consideration of the Engineering Department and Legal Staff of the State Highway Commission, and it is not considered practical to permit separate bonds.

Always in the past it has been the policy of the Highway Commission to recognize only the prime contractor on any project. The prime contractor, of course, may be a combination of individual contracting firms, but, in no event, have we recognized a joint venture as consisting of a prime contractor and a subcontractor.

Were we to approve separate bonds to cover the work to be performed by Mr. Halvorsen and for the work to be performed by your company, there could always arise a question as to which bonding company was responsible. As you well know, while the type of work to be performed by each of you is entirely separate, it is at the same time in the identical location. Therefore, there could always be a question as to which of the bonding companies was responsible, should occasion arise for damage or other claims. We must insist that one bond from the same company be posted for this job. We sincerely hope that this will cause no inconvenience to your firm or Mr. Halvorsen.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. J. M. Devers
Mr. Carl M. Halvorsen

FORM E-30 25M 8-48 32204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 31, 1949

SUBJECT:

To: H. B. Glaisyer

Office

Dear Mr. Glaisyer:

Attached is a letter you left with me relative to the Parker-Schram-Halvorson matter.

Just about the time I was ready to dictate the letter I told you I would, Mr. Williams called me and said he had already advised these people that the plan suggested by them could not be approved by the State, and he thought it better that I leave the subject, at least until further developments.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH
enc.

NOTED
H. B. GLAISYER

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FOR FILING

File

January 27, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project FGI-301(6)
Sundial Underpass

Dear Sir:

Section 8 of the agreement between the State and the O.W. R.R. & N. and U.P. R.R. requires approval of the terms of that section within three months from December 21, 1948 in order that the entire agreement be effective. We have been advised that the terms of Section 8 of the agreement have been approved by the Division Engineer as of January 25, 1949. Approval of the agreement as a whole will, of course, be deferred until a signed or certified copy is submitted.

Very truly yours,

NOTED
W. C. WILLIAMS

T. M. DAVIS
District Engineer

By:

C. G. Polk
Sr. Highway Engineer

T Parker
Carl A. Schram

PARKER-SCHRAM COMPANY

GENERAL CONSTRUCTORS

Builders Exchange Building
Portland 4, Oregon

January 25, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to proposal submitted this date by Carl M. Halvorsen for grading, paving and construction of structures on the Sun Dial Section of the Columbia River Highway in Multnomah County, with which we were advised he filed a letter to the Commission stating that all work included under Section III "Road Work", Items 18 to 53a inclusive, would be performed by Parker-Schram Company.

In discussing this joint submission with Mr. Halvorsen prior to the filing of bids, we informed him that, in event an award was received on the project, we would prefer, if possible, to bond our portion of the work in our regular insurance company - Glens Falls Indemnity Co. - which method of handling was agreeable to him if same could be arranged. We will, therefore, be pleased to have you advise if, in view of the known conditions at the time the bids were received, it would be acceptable to the Commission, subject, of course, to a request from Mr. Halvorsen to that effect, if two separate bonds were executed on this project divided as follows:

(A) One bond in favor of the State of Oregon with Carl M. Halvorsen as principal and General Insurance Company as surety in the amount of $244,978.00 to cover construction of structures, Items 1 to 17 inclusive.

(B) One bond in favor of the State of Oregon with Parker-Schram Company as principal and the Glens Falls Indemnity Company as surety in the amount of $261,153.50 to cover the road work portion of the project, Items 18 to 53a inclusive.

If necessary to accomplish this purpose, Carl M. Halvorsen could, of course, be named as principal in the second bond as we would naturally guarantee to the Glens Falls Indemnity Company the faithful performance of our portion of the contract.

This is my Error RHB

We do not know whether this has ever been done before, but it occurs to us that the purpose of the guarantee provided by the bond would be fully assured, to wit, that the contract would be completed in accordance with its

Mr. H. B. Glaisyer, Secretary (Cont'd)
Oregon State Highway Commission
Salem, Oregon

Portland, Oregon
January 25, 1949

terms and obligations incurred in the performance thereof, paid, to the same extent as though only one bond were executed.

Thanking you in advance, we are

Yours very truly,

PARKER-SCHRAM COMPANY

By C A Schram

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T. PARKER
CARL A. SCHRAM

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON

~~ACKNOWLEDGED~~
~~H. B. GLAISYER~~

Mr Baldock

January 25, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to proposal submitted this date by Carl M. Halvorsen for grading, paving and construction of structures on the Sun Dial Section of the Columbia River Highway in Multnomah County, with which we are advised he filed a letter to the Commission stating that all work included under Section III "Road Work", Items 18 to 53a inclusive, would be performed by Parker-Schram Company.

In discussing this joint submission with Mr. Halvorsen prior to the filing of bids, we informed him that, in event an award was received on the project, we would prefer, if possible, to bond our portion of the work in our regular insurance company - Glens Falls Indemnity Co. - which method of handling was agreeable to him if same could be arranged. We will, therefore, be pleased to have you advise if, in view of the known conditions at the time the bids were received, it would be accepuable to the Commission, subject, of course, to a request from Mr. Halvorsen to that effect, if two separate bonds were executed on this project divided as follows:

(A) One bond in favor of the State of Oregon with Carl M. Halvorsen as principal and General Insurance Company as surety in the amount of $244,978.00 to cover construction of structures, Items 1 to 17 inclusive.

(B) One bond in favor of the State of Oregon with Parker-Schram Company as principal and the Glens Falls Indemnity Company as surety in the amount of $281,153.50 to cover the road work portion of the project, Items 18 to 53a inclusive.

If necessary to accomplish this purpose, Carl M. Halvorsen could, of course, be named as principal in the second bond as we would naturally guarantee to the Glens Falls Indemnity Company the faithful performance of our portion of the contract.

We do not know whether this has ever been done before, but it occurs to us that the purpose of the guarantee provided by the bond would be fully assured, to wit, that the contract would be completed in accordance with its

[illegible]

W. C. WILLIAMS

terms and obligations incurred in the performance thereof, paid, to the same extent as though only one bond were executed.

Thanking you in advance, we are

Yours very truly,

PARKER-SCHRAM COMPANY

By CASchram

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STATE HIGHWAY COMMISSION

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UNION PACIFIC RAILROAD COMPANY

LAW DEPARTMENT

ROY F. SHIELDS,
GENERAL SOLICITOR
FREDERICK J. BETZ,
LAWRENCE W. HOBBS,
GENERAL ATTORNEYS FOR OREGON
JOSEPH G. BERKSHIRE,
ATTORNEY

727 PITTOCK BLOCK
PORTLAND, 5, OREGON

FORM 3530-A
3-44-3M

9033-32-3

January 11, 1949

Const
Fed Aid
Grade Xing

NOTED
W. C. WILLIAMS

Mr. J. W. DeSouza, Assistant Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Mr. DeSouza:

Sundial Road crossing contract

This will acknowledge your letter of January 7, your file L 1309, enclosing the above contract (dated December 21, 1948) in duplicate, duly signed by the Highway Commission. We are passing this contract along for attention by the railroad companies.

Very truly yours,

ROY F. SHIELDS

FJB C

cc--Mr. W. C. Williams ✓
Mr. G. S. Paxson

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OREGON
STATE HIGHWAY COMMISSION

OR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

Cond.
Fed Aid
Grade Xing

Jan. 7, 1949

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Assistant State Highway Engineer
Office

REFERRED TO
Cooper
~~By Asst. Chief Engineer~~

To secure execution by County + Port of Portland
W.

Dear Mr. Williams:

We have again changed the agreement which we call the Sundial Road Agreement, which is a tri-party agreement between the State, Multnomah County and the Port of Portland, and we now hand you five completed copies.

I presume that you will have someone take these up with the County Court and with the Port to have them executed. If they can be completed by the next Commission meeting, then they can be brought to the attention of the Commission for consideration and, if found satisfactory, execution.

NOTED
W. C. WILLIAMS

Yours very truly,
J M Devers
J. M. DEVERS

JMD:FRC

PLEASE RETURN TO
W. C. WILLIAMS
[illegible]

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FOR FILING

OREGON DISTRICT
FI-301(5)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project FI-301(5), Sundial Section of the Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JAN 13 1949
OREGON
STATE HIGHWAY COMMISSION

Jen

RECEIVED
JAN 18
FILING

January 17, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the conversation with you, by telephone, regarding the setup of funds for the Sundial Undercrossing Structure, Project No. FGI-301 (6).

While the present setup of funds is less than the permissible regular Federal Aid pro rata and it would be possible to change from a Railway-Highway Grade Crossing Project to a regular Federal Aid Project, it is our intention to later request an increase in setup of funds sufficient to exceed the regular Federal Aid pro rata and for this reason request the FG prefix be retained.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3660
PORTLAND 8, OREGON

January 14, 1949

REFERRED TO
Probert
By Asst. Chief Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On January 7th in a telephone conversation with Mr. Probert relative to program change on Oregon project FGI-301(6), the Sundial undercrossing of the Union Pacific Railroad we suggested that inasmuch as the Federal funds requested were less than the Regular Federal-aid Ratio that the prefix G be dropped, which is in accordance with our instructions.

However, Mr. Probert phoned later that the State intended to request more than the Regular Federal-aid Ratio for this project and requested that the prefix G be retained.

We would appreciate confirmation by letter of this intended action by the State.

Very truly yours,

T. M. DAVIS
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

January 12, 1949

FGI-301(6)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the letters requesting program changes for Oregon Projects Nos. FGI-301(6), S-54(1) and F-137(3).

Under the date of December 15, 1948 you were advised that such requests should include all data formerly shown on form PR-9. If the requests submitted in the future do not list both the former program data and the new data for which approval is sought as well as the reasons for each change, we will withhold action pending receipt of such data.

Very truly yours,

T. M. DAVIS
District Engineer

C
O
P
Y

note:
ORIGINAL REFERRED TO MR. PROBERT 1-13-49

RECEIVED
JAN 14
~~FOR~~ FILING
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3000
PORTLAND 8, OREGON

January 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project FGI-301(6), Sundial Undercrossing of the Union Pacific Railroad on the Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending advice that all right-of-way or rights-of-entry have been obtained and pending submission of executed copies of the agreement between the Port of Portland and Multnomah County.

The railroad agreement cannot be approved until executed copies are received. It is noted that the agreement provides that unless it is approved by March 21, it will be come null and void and accordingly executed copies should be submitted for our consideration at an early date.

When the project agreement estimate is prepared, it is requested that the amount of the railroad contribution included in the "State Funds" shown be indicated.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JAN 13 1949
OREGON
HIGHWAY COMMISSION

RECEIVED
JAN 7-
FOR FILING

January 7, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the Sundial Undercrossing, Project No. FGI-301 (6).

The original programmed cost of this project was made prior to design of the structure and accordingly but little accurate information except length of the structure was known. This, together with increase in construction costs subsequent to programming, has resulted in the overrun in cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

RECEIVED
JAN 7-
FOR FILING

January 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the Sundial Section, Project No. FI-301 (5).

The program description for this project provided for 0.27 mile 2-lane and 0.56 mile 4-lane high-type pavement and an underpass structure. This description should be revised to read "0.53 mile 2-lane and 0.36 mile 4-lane high-type pavement."

The 4-lane portion has been carried only through the underpass section of the project and the 2-lane portion extended accordingly. This change has been made to keep the project cost as low as possible and yet to provide for an ultimate 4-lane pavement.

The underpass structure was eliminated due to change in the connection of the Aluminum Plant Road.

The programmed cost for the project was made prior to the preparation of the plans and accordingly the later more accurate information plus increase in construction costs has resulted in the overrun in [redacted].

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

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JAN 10 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 7, 1949

IN REPLY PLEASE REFER TO FILE

NOTED
W. C. WILLIAMS

UNION Railroad Company
Law Department
727 Pittock Block
Portland 5, Oregon

Our File L 1309
Your File 9033-32-3

Attention: Mr. Roy F. Shields, General Solicitor

Dear Mr. Shields:

In accordance with long distance telephone conversation with Mr. F. J.Bets, earlier this week, I am enclosing herewith one duplicate and one counterpart of agreement covering the Sundial Road grade separation in Multnomah County, your file 9033-32-3.

Both copies have been executed by the State Highway Commission and it is understood that after execution by the Railroad Company one fully executed copy will be returned to us for our files.

The form of Agreement has not been presented to the Public Roads Administration as I have understood in connection with the Dodson overcrossing agreement that the Public Roads Administration does not desire to act on giving approval until the form of agreement has been executed by all parties thereto.

Very truly yours,

J. M. DEVERS

By
J. B. DeSOUZA
Assistant Counsel

JBD:MA
cc - Mr. W. C. Williams ✓
Mr. G. S. Paxson

RECEIVED
JAN 7 - 1948
FOR FILING

Sundial.

January 6, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your telephone call to Mr. Williams, advising that assurance that the Troutdale Airport would be extended would be necessary before you could provide clearance for the advertising of the Sun Dial project.

We have had prepared a draft of a three-party agreement to be executed between the Highway Commission, Multnomah County, and the Port of Portland, and this agreement has today been studied by the Port of Portland and Multnomah County and they have definitely advised that the agreement will be signed as soon as prepared in final form.

The Port of Portland is calling a special meeting for Tuesday, January 11, and at that time will execute the agreement whereby they will reimburse Multnomah County for the cost of constructing a new road to replace the existing Sun Dial Highway, which will be closed by reason of the airport extension.

We respectfully request your approval for advertising this project for bids at the January 25-26 meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

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JAN [illegible]
FOR FILING

January 6, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the P. S. & E. papers for the Sundial Section, Project No. FI-301 (5), being sent to you today by messenger.

You will note the east end of the project is at Station 475+00, as we plan to change the west end of Project No. 301 (3), previously shown at Station 471+70, to this same station. This revision appears desirable for the reason that changes in the plans provide for the material for construction of the roadway between the above stations to come from excavation on FI-301 (5) instead of FI-301 (3) as originally planned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

RECEIVED
JAN 6 -
FOR FILING

Sundial

Agenda Item (A) 12-20-48

Salem, Oregon
December 24, 1948

Mr. J.M. Devers
Chief Counsel
Office

Attention: Mr. Geo.W. Neuner

I return to you herewith, two copies of the easement agreement covering the Sundial Road grade crossing, for further handling.

Secretary

rn

AGENDA
DEC 20 1948

FORM E-90 20M 5-46 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 16, 1948

SUBJECT:

To: W. C. Williams
Assistant Highway Engineer
Office

REFERRED TO
Glaisyer
By Asst. Chief Engineer
Agenda

Dear Mr. Williams:

I have examined, approved, and am returning herewith the original and duplicate of the redraft of the easement agreement covering the Sundial Road grade crossing.

This instrument, I believe, is ready for submission to the Commission.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH
Enc.

NOTED
W. C. WILLIAMS

[illegible] ED TO
[illegible] TARY

A

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 9, 1948

SUBJECT: P. U. C. File F-2206

Sundial

To: Mr. W. C. Williams
Assistant State Highway Engineer

Office

Dear Mr. Williams:

Under date of December 3 I am in receipt of a letter from David Don, Chief Engineer of the Public Utilities Commission with reference to the Sun Dial undercrossing agreement reading as follows:

> "Under the provisions of Order No. 20193 in the above entitled matter, the use of Detour No. 2 was for a period during construction.
>
> "Since the road is to be closed by action of the Port of Portland in extending the Airport runway across the existing Sundial Road, Detour No. 2 will no longer be required. This office has no objection to its elimination in the proposed construction of the Sundial undercrossing.
>
> "The order will not necessarily have to be revised."

This communication would appear to eliminate one point of delay in the matter as it will not be necessary to request a modification of the original order.

Very truly yours,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:MA
cc - Mr. H. G. Smith
Mr. G. S. Paxson
Mr. A. G. Skelton

NOTED
W. C. WILLIAMS

RECEIVED
NOV 23 1948
FOR FILING

Williams

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1948

SUBJECT: Sundial Undercrossing

To: ~~Mr. J. M. Devers~~
~~Chief Counsel~~
~~Office~~

Dear Sir:

The Port of Portland is extending the runways of the Troutdale Airport to cross the existing Sundial Road, and this road will be abandoned as a major traffic route. In its place a new road is to be built by the Port of Portland connecting the Troutdale Aluminum Company plant with the traffic interchange at Troutdale which is now being built. Traffic will then cross the railroad track on the Troutdale Overcrossing recently completed.

Because of these changes, we are abandoning that portion of the Sundial Undercrossing project which made the highway connection to the Sundial Road. Our agreements with the Union Pacific Railroad Company on the Sundial project called for a contribution from the railroad company in the amount of 10 per cent of the cost of a hypothetical crossing of the railroad which would eliminate the Sundial grade crossing. This elimination is now being made by relocation, and the grounds upon which we requested contribution from the railroad company remain unchanged.

It will be necessary, however, to revise the railroad agreement which was presented to the Highway Commission and signed by them at the last meeting. The revisions which seem necessary are as follows:

IN THE RECITALS:

Paragraph 1. In the seventh and eighth lines of this paragraph, eliminate reference to construction of connection to Sundial Road.

Paragraph 2. I would suggest that the last sentence be revised by adding some such wording as this, "As a part of the relocation program the present grade crossing of Sundial Road will be eliminated by a relocation whereby the traffic now using this grade crossing will be carried over and across the railroad company's tracks by a overcrossing at Troutdale previously constructed under an agreement between the State

NOTED
W. C. WILLIAMS

and railroad companies dated July 22, 1947.

Paragraph 3. Eliminate reference to connection with Sundial Road.

Paragraph 4. Mr. Don tells me that the P.U.C. order can be modified by letter exchange, and perhaps some reference should be made in this paragraph to this modification.

BODY OF AGREEMENT:

Section 1. (a) Eliminate second subsection.

In the description eliminate the reference to the strip of land 20 feet in width given in the last two paragraphs of the description on Page 3. I am asking the railroad company to change the drawing "Exhibit A" to take out this piece of land.

Section 1. (b) If you think it worth-while, we might ask the railroad to reduce the amount of pavement which we are taking for right of way. I presume this is figured on a square-foot basis.

Section 2. The drawing numbers should be changed to read as follows: State Highway Drawings No. 8900, 8901, 8902, 8903, and 8978, all revised as of November 26, 1948, and Drawings No. 8904, 8905, 8915, 9018, and 8417. There should also be a reference to the modification of the P.U.C. order.

Section 3. The second sentence of this section, referring to Sundial Road connection, should be eliminated.

Section 8. In subsection (b), I would suggest that the following words be added after the first comma in the first sentence, "by relocation of said road."

It would be appreciated if you would redraft this agreement so that we can start negotiations with the railroad on the revised project.

I am returning the copy of the agreement which I borrowed from your office.

Very truly yours,

G. S. Paxson
Bridge Engineer

Attached
GSP:gm
cc W. C. Williams ✓

NOV 17 1948
FOR FILING

AGENDA
SEP 13 1948

5. g

Consider agreement with O.W.R.&N. and Union Pacific Co. covering construction of undercrossing of U.P.RR. by Col. Riv. Hwy at Sundial Rec. Hwy grade xing.

(eliminates Sundial grade xing)

[illegible]

Signed at meeting held in November 3 & 4, 1948
HWS

M

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OCT 26 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 25, 1948

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith two copies of the agreement between the State and the Union Pacific Railroad Company covering the Sundial Undercrossing in Multnomah County. These are in proper form and are ready for the approval of Mr. Baldock and Mr. Devers, and presentation to the Highway Commission.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached

RECEIVED

FOR FILING

FORM 2-30A 10M 1-48 23439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 13, 1948

SUBJECT:

To: Mr. J. M. Devers
Chief Counsel
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith two copies of the proposed agreement between the Union Pacific Railroad Company and the State covering the Sundial Undercrossing in Multnomah County. This agreement is objectionable because of the inclusion of the third sentence in the first paragraph on Page 6, which states, "In case any of said cost items shall not be reimbursable under GAM, the State will reimburse the Railroad Companies therefor from State Highway funds."

I wrote Mr. Murray last week in connection with this, and he advises that the matter has been referred to Mr. Betz. It will be appreciated if you can see Mr. Betz and attempt to expedite the change in the agreement.

Very truly yours,

G. S. Paxson
Bridge Engineer

Attached
GSP GM
cc W. C. Williams

RECEIVED

FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

October 8, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. Roy F. Shields, Solicitor
Union Pacific Railroad Company
727 Pittock Block
Portland 5, Oregon

Sundial Road grade separation

Dear Mr. Shields:

I thank you for your letter of October 6 in which you advise that you are rewriting the contract covering the above subject and that the revision will conform to the plan and arrangement which has been jointly worked out and agreed upon with respect to payment of the Company's share or allocation of the grade separation project.

I appreciate very much your cooperation in this matter.

NOTED
W. C. WILLIAMS

Very truly yours,

J. M. DEVERS

JMD:MM

cc - W. C. Williams
G. S. Paxson

FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

October 1, 1948

Mr. Roy Shields, Solicitor
Union Pacific Railroad Company
Pittock Block
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Shields:

The Highway Commission has been negotiating with the Union Pacific Railroad Company with respect to the construction of the Sundial Undercrossing on the Columbia River Highway in Multnomah County. I believe that the representatives of the Highway Department and the representatives of the Railroad Company are in complete accord and agreement with respect to the engineering details involved in the crossing, and also are in accord with respect to the amount of contribution to be made by the Railroad Company toward the project.

We are, however, not in accord with respect to the agency to which the Railroad Company is to pay its agreed share of the cost of the project. The sub-section B of Section 5 of the Federal Act contains this language: "The liability of any railroad company to the United States with respect to any such project may be discharged by paying to the United States within six months after the completion of such project such amount as the Commissioner of Public Roads determines to be the amount of such liability."

It is the view of your Mr. Rote that the contract between the State and the Railroad Company must contain a direction that the Railroad cannot pay its contribution to the State or to the Public Roads Administration, but must pay it to the United States.

So far as I know that construction has never been placed on the Act, and if it must be so construed then it will mean that the State and the Public Roads Administration will lose, so far as highway construction is concerned, any contribution that the Railroad may make, for when the money is paid to the United States such payment will "be covered into the Treasury as miscellaneous receipts", and when funds get into the Treasury and are credited to miscellaneous receipts, they, from then on, are used for general governmental purposes.

The Act in which is found the language I have quoted with respect to the Railroad's contribution is an amendment of the Federal Road Act, approved

July 11, 1916. That Act made the Secretary of Agriculture the representative of the Government, and in all of his official conduct his relations, so far as road construction and road funds were concerned, were with the Public Roads Administration, and funds made available by Congress for roads and placed under the control of the Secretary of Agriculture were disposed of by the Secretary; and if, in any event, funds were contributed by other agencies of the Government or were derived from other sources for road purposes, they always found their way, so I am advised, into the Federal Government's road fund so that if not expended for an obligation to which they were dedicated they were returned to the original source.

I appreciate your Company's position, and I appreciate Mr. Betz' attitude with respect to the language of the Congressional Act, but I am sure you will agree with me that what Congress was doing was providing funds for road construction.

May I suggest for your consideration that the contract contain a provision to the effect that the Railroad Company shall pay its contribution to the State of Oregon for the benefit of the United States. The State can accept the responsibility of accounting to the United States with respect to the Railroad Company's contribution, and if the contract is worded as I have suggested, I am sure the Railroad Company will be amply protected. I am doubly sure of my position if the Public Roads Administration is called upon to approve the contract especially in that respect.

I will appreciate your careful consideration of this problem for I think you will agree with me that roads in Oregon will suffer if the money that the Railroad is going to contribute for road purposes is permitted to be diverted by the Government for other purposes.

Very truly yours,

J. M. DEVERS

JMD:NH

cc - W. C. Williams
G. S. Paxson

FORM E-30X 10M 6-48 23430

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 30, 1948

SUBJECT: Sundial Undercrossing

NOTED

To: Mr. J. M. Devers
Chief Counsel
Office

REFERRED TO
J.M. Devers

NOTED
W. C. WILLIAMS

Can you [redacted] to change 90 + 130 to his amount. I do not think we should sign such an agreement. nor would the PRA approve.

Dear Sir:

The draft of the agreement which is to cover the construction of the Sundial Undercrossing on the Columbia River Highway in Multnomah County, has been with the Union Pacific several months. Yesterday I went into Portland to see Mr. Murray in an attempt to get this agreement moving. While there, Mr. Bets was called in and we went over revisions which he is making to the draft of the agreement as originally submitted by your office.

The railroad and the State are in substantial agreement as to the amount of railroad contribution on the project and as to the manner in which the contribution is to be figured. Mr. Bets, however, is proposing a revision which provides that the contribution of the railroad company be paid to the United States. He holds that this is in accordance with the 1944 Highway Road Act as given in paragraph (b) of Sec. 5, which states:

> " * * * The liability of any railway to the United States with respect to any such project may be discharged by paying to the United States, within six months after the completion of such project, such amount as the Commissioner of Public Roads determines to be the amount of such liability."

The last sentence of this same paragraph reads as follows: "Any amounts paid to or recovered by the United States under this subsection shall be covered into the Treasury as miscellaneous receipts."

I am sure we cannot go along with them on such a procedure, as it is apparent that the railroad contributions would be entirely lost to the Highway Fund, and we would get no benefit from them.

In previous agreements with the Union Pacific Company, specifically the Milton Project and the Adrian Project, the agreements state that the railroad contribute a certain sum to the cost of the project, and no specific method of making the contribution was provided. Mr. Bets intimated that he did not approve payment to the State under these agreements, as in his opinion the law was specific in requiring payment to the United States.

The matter was discussed with Mr. Caufield and Mr. Stanley of the Public Roads Administration, who advise that the same point has been raised in a case in Washington State and that their Washington, D. C. office refused to approve an agreement whereby the money was to be paid to the United States. They did not say how the provisions of the section of law cited above were satisfied, but did give me to understand that payment was eventually made to the State.

This seems to be a rather important matter, and I would suggest that it be discussed with the higher level of authority in the railroad company's organization than I have been able to reach.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
cc W. C. Williams ✓

RECEIVED
APR 14 1948
FOR FILING

April 12, 1948

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Sundial Undercrossing
on Columbia River Highway
in Multnomah County

In November of last year Mr. Paxson discussed with you the basis of participation by the Union Pacific Railroad Company on the Sundial Undercrossing project and has your approval, in principle, of basing this participation upon the cost of a project which would eliminate the existing grade crossing of the Sundial Road.

The project which we propose to build carries the traffic on the main line of the Columbia River Highway under the railroad tracks as well as the traffic which will use the Sundial Road, and the major portion of the cost of the project which we will build is due to this Columbia River Highway traffic and not to the Sundial Road crossing. The Columbia River Highway traffic does not now cross the Union Pacific freight line as the existing road is on the south side of the railroad tracks between Portland and The Dalles. The Columbia River Highway traffic is, therefore, not an existing hazard. The railroad does, however, receive the benefit of the elimination of the Sundial Road grade crossing, and should therefore contribute some toward the cost of the project.

I am attaching hereto a copy of a letter written to the Union Pacific Railroad under date of November 6, 1947, proposing the method of settlement and making estimates of the approximate cost of a project which would eliminate the grade crossing of the Sundial Road. We have been advised by the Union Pacific Railroad Company that they will agree to this basis of settlement, and we are so stipulating in our application to the Public Utilities Commission for authority to construct the project.

On the basis of our estimates, the railroad's contribution would be based upon approximately $84,500, which at the 10 per cent contribution would be $8,450. These figures are subject to adjustment when the contract is let, as the unit prices of the several items will be those which are bid for the project that we are to build. Our agreement with the railroad company will be based upon this procedure.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

Attached
GSP GM
cc G. S. Paxson

RECEIVED
NOV 13 1947
FOR FILING

November 6, 1947

Mr. S. Murray
Resident Engineer
Union Pacific Railroad Company
Pittock Block
Portland 5, Oregon

Dear Sir:

Under separate cover I am sending you two prints each from the vicinity map for the Sundial Undercrossing on your freight line by the new Columbia River Highway near Troutdale (Bridge Department #1-H-2), two prints from our drawing #6876-A showing a structure which could be used to carry the Sundial Road over the Union Pacific tracks, and two prints from a drawing entitled "Proposed Sundial Grade Separation."

We propose to build a four lane undercrossing of the Union Pacific freight line at the point shown on the vicinity map (Drawing 1-H-2). This undercrossing will carry the new Columbia River Highway under the tracks and will connect with the highway now under construction east of Troutdale which stays on the north, or river, side of the railroad until it reaches Dodson where it crosses back to the south side of the railroad. The vehicular traffic originating west of the Sundial crossing and proceeding on eastward is purely diverted traffic which does not now cross your railroad. This project, however, will entirely eliminate the existing grade crossing where the Sundial road crosses your tracks. Our traffic count show that there are now approximately 1,950 vehicles per day crossing your tracks at the Sundial grade crossing.

This proposed project will be built as a Federal Aid Grade Separation project and will be controlled by the provisions of the Federal Aid Highway Act of 1944. As you know, this act provides for the participation by the railroad in the cost of these projects up to a maximum of 10 percent. In this particular case, the larger portion of the vehicular traffic which will use the undercrossing is diverted to the Sundial crossing and then back across your railroad at Dodson and in so far as this traffic is concerned, the project is not eliminating an existing hazard. We are, however, completely eliminating the existing hazard from the 1,950 vehicles which use the Sundial road. In view of these facts, we are proposing that your company participate in this project in an amount equal to 10 percent of the cost of a project which would eliminate the Sundial road traffic. The general layout of such a project is shown on our drawing #6876-A and the map and profile entitled "Proposed Sundial Grade Separation." Our estimate of cost on such a project is as follows:

Structure

Excavation	308 Cubic Yds.	at $5.00	$1,540.00
Furnishing Treated Piles	660 Lin. Ft.	1.25	825.00
Driving Piles	33 Only	40.00	1,320.00
Class A Concrete	481 Cubic Yds.	60.00	28,800.00
Metal Reinforcement	83,500 lbs.	00.10	8,350.00
Metal Handrail	365 lin. ft.	10.00	3,650.00
	Total Structural Cost -		$44,485.00

Approach Road Work

Borrow Excavation	46,800 Cubic Yds.	at $00.60	$28,080.00
Pit Run Gravel in Base	800 Cubic Yds.	2.00	1,600.00
3/4"-0" Surfacing Material	340 Cubic Yds.	3.00	1,020.00
Mineral Aggregate	180 Cubic Yds.	5.00	900.00
RC-3 Road Oil	2.4 Tons	50.00	120.00
Asphalt	12.3 Tons	50.00	615.00
	Total Road Cost -		$32,335.00

Total Construction Cost - $76,820.00
Plus 10% Contingencies - 7,680.00

Total $84,500.00

The figures given above are estimated quantities and prices and would be revised to correspond with the actual quantities as determined by detailed survey and the actual prices which we receive for comparable work on the structure which we will build to serve highway traffic at this site.

We believe that this is a reasonable basis upon which the railroad should cooperate on this project and we would ask that you carefully consider the matter and advise as to whether your company will go with us in presenting this basis of contribution to the federal government.

Very truly yours,

R.H. Baldock
State Highway Engineer

GSP/fs
cc G. S. Paxson
J. M. Devers

1

RECEIVED
[illegible]
FOR FILING

September 26, 1947.

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your submission of preliminary plans for the Sundial Underpass, Oregon FGI-301(6).

Your proposal was forwarded to our Washington Office with our recommendation for approval, which was concurred in by the Division Engineer.

The reply of the Washington Office has just been received. It is quoted as follows:

"We are in agreement with the State that the four lane design should carry through the underpass. We believe, however, that clearances provided under Interstate System design standards should be substantially unimpaired. Our belief is based upon the practical impossibility of widening roadway after underpass is built.

Assuming that the beam section, shown by the State, is adequate, it will be possible to maintain, for the increased spans, equal stiffness and approximately 10 percent greater strength by using 7 - 36" 300 pound beams, as against the 6 - 245 pound beams shown. If satisfactory to railway, through plate girders, eliminating central support, should be considered. This would make it possible to raise the highway grade about 18 inches, should this be desirable.

Very truly yours,

T. H. DAVIS
District Engineer.

Williams ✓

Original referred to Paxson

Mr. Williams

RECEIVED
SEP 5 1947
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

September 2, 1947

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

NOTED
State Highway Engineer

Dear Sir:

Re: Sundial Undercrossing of Union Pacific
Railroad in Multnomah County (Bridge 6876)

Under separate cover I am sending four prints each from our Drawings 1-H-2, 1-H-3 and 6876-A, which are the vicinity map, profile and a sketch showing the preliminary layout of the railroad undercrossing structure.

This structure is on the Columbia River Highway approximately a mile west of Troutdale and at the point where the new Columbia River Highway leaves the existing highway, crosses under the Union Pacific railroad tracks, and continues on the north side of the tracks until it crosses back again at the proposed Dodson Overcrossing. The site of the crossing is at the present grade crossing of the Union Pacific railroad by the Sundial Road which is a county road leading north to the aluminum reduction plant. The undercrossing of the railroad will permanently close the Sundial grade crossing, and traffic to and from this road will be served by a traffic interchange which involves an overcrossing of the new highway parallel to and a short distance east of the railroad undercrossing.

The four-lane highway through and adjacent to the undercrossing has a six-foot traffic separator. We plan on carrying this six-foot separator through the undercrossing and placing a center support for the railroad structure in this area. This center support will be approximately three feet thick, which will leave a 1½-foot curb clearance between the edge of the pavement lane and the face of the center wall. On the outside of each of the 24-foot double lanes, the face of the wall will be 4½ feet from the edge of the pavement, making a total clear opening for each of the double lanes of 30 feet. These span lengths will enable us to use wide flange beams for the railroad structure, giving a minimum vertical depth and the most economical structure. These horizontal clearances are below the recommended standards for the interstate highway system but are, in our opinion, ample. To provide the 4½ feet recommended for the clearances between the face of the center pier and the edge of the pavement lane would require the widening of the traffic separator to approximately 12 feet, which would introduce reverse curvature in getting back to the standard section each side of the structure. We believe that the introduction of this curvature introduces a definite hazard and should be avoided. Any lengthening of the span itself will necessitate the use of plate girders rather than wide flange beams and will involve a material increase in the cost of the structure.

There are now approximately 3,000 cars per day traveling the Columbia River Highway at this point. At certain periods of the day a considerable volume of traffic enters and leaves the Columbia River Highway by way of the Sundial Road. This section of highway is on the lower edge of the traffic zone which requires four-lane construction, but in view of the impracticability of widening an undercrossing structure, we believe that the four-lane structure is warranted. We do, however, think that the cost of this structure should be kept to a minimum.

In view of these circumstances your approval of the preliminary layout is requested.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
cc W. C. Williams ✓

RECEIVED
SEP 5 1947
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1947

SUBJECT:

To: ~~Mr. F. B. Crandall~~
~~Laboratory Building~~

Dear Sir:

Herewith print from our vicinity map of the Sundial Undercrossing near Troutdale, our Drawing 1-H-2. Before long we will be having a P.U.C. hearing on this project and will ask the railroad for participation in the cost of the grade separation. The amount of this participation will depend, in a great measure, on the traffic which is now or might in the future use the Sundial Road. The traffic on the Columbia River Highway is to be taken under the railroad at Sundial and then back across the railroad at Dodson so that, in so far as Columbia River Highway traffic is concerned, the project does not take traffic from an existing railroad grade crossing. We do, however, entirely eliminate Sundial Road traffic, which is unquestionable of some benefit to the railroad. I would ask that a traffic study be made of this project so that the proper data may be obtained.

Very truly yours,

G. S. Paxson
Bridge Engineer

Attached
GSP GM
cc W. C. Williams

NOTED
State Highway Engineer

RECEIVED
APR 21
FOR FILING

April 23, 1948. *files*

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of April 12, 1948 to which was attached a copy of your letter of November 6, 1947 to Mr. S. Murray, Union Pacific Railroad, and supporting maps all relative to a finding of the benefits to the Union Pacific Railroad Company in the construction of the Sundial Undercrossing, Oregon Project FGX-306(6).

For your information, we are advised that our Division Office and Western Headquarters' office believe the determination is satisfactory. In this connection, however, the method is subject to review and final decision by our Washington Office.

Very truly yours,

T. M. DAVIS
District Engineer.

Original to [illegible]

RECEIVED
AUG 6 - 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Aug. 5, 1948

NOTED
W. C. WILLIAMS

SUBJECT: L 1309

To: Mr. W. H. Stiffler
Office

Dear Mr. Stiffler:

Herewith I hand you copy of P.U.C. Order No. 20193 with reference to the Sundial Road grade exception in Multnomah County, P.U.C. File F-2206.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA

JWD:AM
Encls.
cc: W. C. Williams
G. S. Paxson
A. G. Skelton
F. B. Crandall

P.U.C. OREGON ORDER NO. 20193

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the State of Oregon, by and through its State Highway Commission, for authority to cross under the tracks and right of way of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) with the revised location of the Columbia River Highway at the Sundial Road in the Northwest Quarter of Section 26, Township 1 North, Range 3 East, W. M., in Multnomah County, Oregon.) F-2206

Pursuant to statutory notice, the above entitled matter came on for hearing on Tuesday, June 29, 1948, at 10:00 A.M., in the Office of the Commissioner, Portland, Oregon, before David Don, Chief Engineer, sitting as Examiner for the Commissioner.

The following appearances are of record herein:

J. W. DeSouza, Attorney, Salem, Oregon
In behalf of Oregon State Highway Commission

F. J. Betz, Attorney, Portland, Oregon
In behalf of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company

Whereupon evidence was introduced, the hearing concluded, and the matter submitted for consideration of the record. After due consideration of the record, evidence, and law in the matter, and field investigation by his Engineering Department, the Commissioner makes and enters the following findings, conclusions, and order, to-wit:

FINDINGS

That the Commissioner received in his office on May 24, 1948, petition of Oregon State Highway Commission for authority to cross under the tracks and right of way of the Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) at the Sundial Road, for the purpose of improving alignment of the Columbia River Highway between Portland and the Sandy River at Troutdale, in Multnomah County, Oregon.

That the construction of such underpass will eliminate the existing Sundial grade crossing, known in the Commissioner's Catalog of the Crossings of the State of Oregon as No. 2AE-21.0.

That the present volume of vehicular movements over the Sundial crossing to be eliminated is estimated to be 1,948 vehicles per day, and that the realigned location of the highway is expected to carry in excess of 4,000 vehicles daily at this point, and that the construction of the said project is necessary and proper for the service, convenience and safety of the public.

That there are approximately 14 daily train movements at the proposed new crossing site, all freight, except in cases of emergency.

That minor changes in the Drawings attached to the petition are now under preparation, and have been assigned Exhibit Nos. 1 to 15, inclusive.

That, in general, it is proposed that the construction of the project should be handled as follows:

THINGS TO BE DONE BY STATE:

1. Prepare plans and specifications for the project;

2. Award a contract or contracts for the construction of the project and supervise the construction thereof, which contract or contracts shall include:

   a. The undercrossing structure complete;

   b. The overcrossing structure for carrying the Sundial Road over the revised location of the highway;

   c. The approach highway grading and surfacing and the grading and surfacing of all necessary highway connections; and

   d. Such incidental material and work as may be necessary to complete the project.

3. Require the contractor or contractors on the project to furnish public liability and property damage liability insurance in the amounts of $100,000/$200,000, in accordance with the terms of Works Program General Memorandum No. 32.

THINGS TO BE DONE BY RAILROAD COMPANIES:

1. Grant an easement for the proposed undercrossing and connecting road in accordance with descriptions heretofore submitted to Union Pacific Railroad Company.

2. Furnish and place ties, rails, fittings, and ballast on the shoofly tracks necessary for construction, and remove and salvage the same.

3. Remove ties, rails, and fittings across the site of the structure and replace them when the structure is complete.

THINGS TO BE DONE BY RAILROAD COMPANIES: (Continued)

4. Make temporary and permanent revisions to railroad telegraph and signal systems and Western Union Telegraph Company lines.

5. Provide such watchmen, flagmen, and engineering services as may be necessary to safeguard railroad operations.

That, after the completion of the structure, the Railroad Companies should be required to assume the maintenance of the steel girders, deck, track, and abutments supporting these girders at the undercrossing of the revised location of the Columbia River Highway, and the State should be required to assume the maintenance of the highway roadway and appurtenances, and the maintenance of the Sundial Road separation structure proposed to carry the Sundial Road traffic across the Columbia River Highway, and also the maintenance of the approaches thereto.

That, during construction, it is proposed for the first part of the construction that "Detour No. 1", as outlined in "Exhibit 1", will be open for vehicular movements, and that the protection at "Detour No. 1" across the shoofly track to be constructed during excavation should consist of two standard crossbuck signs.

That "Detour No. 2" to be constructed and open for use after the readjustment of the tracks and the closing of "Detour No. 1", should be protected by standard crossbuck signs and by flagmen during the actual construction operations for the period "Detour No. 2" is in use.

That the cost of the construction of the undercrossing will be paid for in cooperation with the Federal Government under the terms of the Federal Highway Act of 1944, and that the Railroad Companies shall be reimbursed for all necessary and proper expenditures, which reimbursement shall be in accordance with and governed by the terms of General Administrative Memorandum No. 299, issued by the Commissioner of Public Roads on May 1, 1946, and any amendments thereto.

That it is not anticipated that any impairment of railroad clearances will be required during the construction period.

CONCLUSIONS

1. That the realignment of the Columbia River Highway between Portland and Troutdale, in Multnomah County, Oregon will require a grade separation to be constructed for the proper service, convenience and safety of the public, and that the application of Oregon State Highway Commission for such undercrossing structure should be granted.

2. That, for the protection of vehicular movements using "Detour No. 1" during the construction period, there should be installed two Commissioner's Standard No. 1R reflectorized signs at appropriate locations.

3. That, for the protection of vehicular movements using "Detour No. 2" during the construction period, there should be installed two Commissioner's Standard No. 1R reflectorized signs at appropriate locations and that, as an added protection during actual construction operations, that there be made available a flagman during those hours to warn the public of the approach of trains at this point.

4. That, upon completion of the underpass, Sundial Road crossing No. 2AE-21.0 should be eliminated and closed to vehicular movements.

ORDER

IT IS ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to cross under the tracks and right of way of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) with the revised location of the Columbia River Highway at Sundial Road, in the Northwest Quarter of Section 26, Township 1 North, Range 3 East, Willamette Meridian, in Multnomah County, Oregon, be and the same is hereby granted.

IT IS FURTHER ORDERED that the construction shall be done in a good and workmanlike manner, in substantial conformity with the Drawings marked "Exhibits 1 to 15, inclusive", attached to the petition and by this reference made a part hereof, with such minor changes as may be agreed upon between the Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) and the Oregon State Highway Commission.

IT IS FURTHER ORDERED that, for the protection of vehicular movements using "Detour No. 1" as set out in "Exhibit No. 1", there shall be installed or caused to be installed by the Oregon State Highway Commission, two Commissioner's Standard No. 1R reflectorized signs at appropriate locations.

IT IS FURTHER ORDERED that, for the protection of vehicular movements using "Detour No. 2" as set out in "Exhibit No. 1", there shall be installed or caused to be installed by Oregon State Highway Commission, two Commissioner's Standard No. 1R reflectorized signs at appropriate locations, and that flagmen shall be employed during actual working periods to direct traffic across the tracks of the Railroad Companies during such periods.

IT IS FURTHER ORDERED that, upon the completion and opening of the underpass to vehicular movements, "Detour No. 1" and "Detour No. 2" shall be eliminated and closed to vehicular movements, and that Sundial Road Crossing No. 2AE-21.0 shall be closed and vacated to vehicular movements.

IT IS FURTHER ORDERED that the cost of the construction of the undercrossing shall be paid for in cooperation with the Federal Government under the terms of the Federal Highway Act of 1944, and that Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) shall be reimbursed for all necessary and proper expenditures, which reimbursement shall be in accordance with and governed by the terms of General Administrative Memorandum No. 299, issued by the Commissioner of Public Roads on May 1, 1946, and as may be amended.

IT IS FURTHER ORDERED that the construction of the project shall be handled by the Oregon State Highway Commission and the Railroad Companies as may be mutually agreed upon between the parties in interest.

IT IS FURTHER ORDERED that, upon completion of the structure, Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) shall assume the maintenance of the steel girders, deck, track, and abutments supporting the girders at the undercrossing at the revised location of the Columbia River Highway, and that Oregon State Highway Commission shall assume the maintenance of the highway roadway and appurtenances.

IT IS FURTHER ORDERED that, in the event there is an impairment of clearances beyond that specified by P.S.C. Oregon Order No. 99 either during construction or after the construction has been completed, proper application shall be made to the Commissioner for authority to impair such clearances.

IT IS FURTHER ORDERED that, upon the completion of the undercrossing structure, there shall be assigned thereto the designation 2AE-21.1-B, which designation shall be placed on the structure in the customary manner by Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), and thereafter maintained on said structure.

Dated at Salem, Oregon, this 20th day of July, 1948.

GEO. H. FLAGG

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

FI-301(3) Troutdale Sec., Columbia 1949
River Hwy.
#3114

RECEIVED
FEB 21 1950
FOR FILING

71-301(3)

3114

OREGON STATE HIGHWAY COMMISSION

Feb. 17, 1950
(Date)

~~[illegible]~~ 3114
(Contract No.)

7-final
(Est. No.)

C. T. Malcom & Co.
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
1565	368905	3,941.75	2/17/50

~~[illegible]~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: FEB 21 1950 aaw

NOTED ON CARD

2-21-50 jk

OREGON STATE HIGHWAY COMMISSION

Feb. 17, 1950
(Date)

3114 (Contract No.) 7-final (Est. No.) C. T. Malcom & Co. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
1565	368905	3,941.75	2/17/50

[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Aug. 31, 1949 ACCOUNTING DIVISION

Completed: Aug. 27, 1949
Contract Accepted: Dec. 19, 1949

7 Q

Time Extensions: None needed

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-20-50

Accounting Division:

Release of the above warrant is hereby authorized:

HBGlaisyer
H. B. Glaisyer

Warrant Mailed:

RECEIVED
AN 12 195
FOR FILING

91-301(3)
3114

January 11, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Please be advised that State Highway Contract No. 3114 for paving of the Troutdale Section of the Columbia River Highway in Multnomah County, has been completed by the contractor, C. T. Malsom & Co., and that final payment in the amount of $3,941.75 will be made on or after January 21, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount if $130,382.80, of which amount $733.64 represents force account items. This contract was completed on August 27, 1949 and accepted on December 19, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Respectfully yours,

fm

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Mansfield & Co.
302 Lewis Building
Portland 4, Oregon

NOTED ON CARD

1-11-50

RECEIVED
NOV 21 1949
FOR FILING

71-301(3)

3114

November 18, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to C. T. Malcom & Co., on contract No. 3114, for paving on the Troutdale Section of the Columbia River Highway in Multnomah County. This payment, in the amount of $1,806.24, will be made on or after November 28, 1949. The retained percentage is $3,910.55.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
11-18-49

Form E-1—[illegible]—7-[illegible]

71-301 (3)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 29, 1949

Section TROUTDALE
Kind of work PAVING
Highway COLUMBIA RIVER
Section prefix 26-1091
Contractor C.T. MALCOM & CO.
Contract number 3114
Date of contract March 8, 1949
Date of completion August ~~27~~, 31, 1949
Date work started March 11, 1949
Estimated date of completion August 27, 1949
Amount of contract $ 134,280.90
Per cent of time elapsed 100 %
Estimated cost of completed project, exclusive of engineering $ 131,150.00
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $ 7,089.12, 88 %
Date project was completed August 27, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final Estimate was submitted to the Division Engineer's Office on Friday. A map showing location of constructed curbing and drainage structures will be submitted at a later date.

NOTED
R. C. S[illegible]

NOTED
E. M. [illegible]

Signed Lowell A. Johnston
LOWELL A. JOHNSTON
Address Box 4644, Portland 2

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.66			0.66
Miles partially completed					
Miles completed		0.66			0.66
Total estimated quantities	27,600 cy	4,660 cy			5,910 tons
Estimated quantities moved or placed to date	"	"			"
Average daily quantities	300 cy	175 cy			588 tons
Average daily quantities necessary to complete project on time	completed	completed			completed
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fog		
Monday	"		
Tuesday	"		
Wednesday	Rain		
Thursday	Showers		
Friday	"		
Saturday	Fair		

RECEIVED
NOV - 1 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
[illegible]
FOR FILING

9-1-301 (3)

3114

September 21, 1949

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to C. T. Malcom & Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3114 for paving on the Troutdale Section of the Columbia River Highway in Multnomah County. This payment, which is in the amount of $10,671.90, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,854.69. The present payment to the contractor will be made on or after October 1, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

9-21-49 gc

RECEIVED
SEP 6 1949
FOR FILING

FI-301(3)

3114

September 2, 1949

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3700
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on August 27, 1949 on Contract No. 3114, Troutdale Section, in connection with Federal Aid Project No. FI-301 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

cc to John Cattrall

RECEIVED
DEC 13 1949
FOR FILING

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE
[redacted]
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX [illegible]
PORTLAND 8, OREGON

August 22, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-FI-301(3)
Troutdale Section of
Columbia River Hwy.

Dear Sir:

We are forwarding herewith for your file an executed copy of an agreement for the above project.

Very truly yours,

T. M. DAVIS
District Engineer

By: L Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
AUG 23 1949
OREGON
STATE HIGHWAY COMMISSION

Jon

ised 1946)

VA8pr 7745

State Oregon

Federal Aid

Project No. F-FI 361(3)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 11 day of August, 1949 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of April, 1946, a program, which was approved on the 13th day of June, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 19th day of January, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred ninety-seven thousand and 00/100 dollars ($197,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 475+00 in the NE 1/4 Section 26, T. 1 N., R. 3 E., W.M.,
and survey station 509+70 in NW 1/4, Section 25, T. 1 N., R. 3 E., W.M.,
without exception, and including a connection to Troutdale, Stations
0+00 to Station 19+37.5
, length 1.017 miles, in Multnomah County,
being Oregon Federal Aid project No. F-FI 301(3), consisting of 0.956 miles of
roadway and two bridges, each of more than 20 feet clear span, 0.061 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Wherever in this document the terms "Public Roads Administration" and "Federal Works Agency" appear, they shall include or have reference to the Bureau of Public Roads and the General Services Administration, as the context requires, to conform to the Federal Property and Administrative Services Act of 1949, Public Law 152, approved June 30, 1949.

UNITED STATES
ARTICLE IV. The Unit
actually put into the w
one hundred
197,00
dollars ($
three

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred ninety-seven thousand and 00/100 dollars ($197,000.00), which does not exceed the authorized Federal pro rata share of three hundred thirty-nine thousand one hundred eighty-six and 29/100 dollars ($339,186.29), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing
Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

[illegible]
STATE HIGHWAY ENGINEER

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
~~Public Roads Administration.~~
U.S. Bureau of Public Roads

RECEIVED
AUG 19 1949
OREGON DISTRICT

RECEIVED
AUG 9 1949
FOR FILING

FI-301(3)

3114

File

August 8, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the reshaping and oiling bridge end embankment slopes at the ends of the Troutdale Grade Separation Structure on the Troutdale Section of the Columbia River Highway in Multnomah County, Contract No. 3114, in connection with Federal Aid Project No. FI-301 (3).

This work is necessary to stabilize the sandy embankment materials and prevent wind erosion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

Encl.

RECEIVED
JUL 8 1949
FOR FILING

FI-301(3)

3114

July 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering the furnishing and installation of metal seep rings on metal culvert pipe where it crosses the Drainage District dike on the Troutdale Section of the Columbia River Highway in Multnomah County, Contract No. 3114, in connection with Federal Aid No. FI-301 (3).

This is necessary to obtain outlet for the 18" culvert at Station 497+30. Permission from the U. S. Engineers to cut through the dike is conditional upon use of the seep rings.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DWP/gs

Encl.

RECEIVED
FOR FILING

June 24, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Troutdale Section, Project No. FI-302 (3). Likewise is enclosed one copy of four PR-9 covering program change to increase the setup of Federal funds from $130,000.00 to $197,000.00, this increased amount more nearly representing the maximum Federal prorata share.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:cw

Encl.

Oregon State Highway Department Federal Aid Project No. FI-301 (3)

TROUTDALE SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 14, 1949

Type Code No. 6201

Grading (Sta. 475+00 to Sta. 509+50) Contract No. 3037

All Required		Clearing and Grubbing (80%)		$ 2,400.00
500	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,500.00
205,000	cu. yds.	Borrow Excavation, Unclassified	0.48	98,400.00
1,000	cu. yds.	General Excavation, Unclassified	0.40	400.00
220	hrs.	Topsoiling with Tractor and Carryall	12.00	2,640.00
40	hrs.	Topsoiling with Blade Grader	8.00	320.00
220	hrs.	Topsoiling with Shovel and Dragline	9.00	1,980.00
220	hrs.	Topsoiling with Tractor and Dozer	10.00	2,200.00
0.69	mile	Finishing Roadbed and Slopes	2,000.00	1,380.00
1,100	lin. ft.	18-inch Corrugated Metal Pipe	3.50	3,850.00
2,500	cu. yds.	3" - 0" Material in Surfacing	2.25	5,625.00
1,200	cu. yds.	3/4" - 0" Material in Surfacing	2.50	3,000.00
500	M-gals.	Sprinkling	3.00	1,500.00
7	acres	Preparing, Fertilizing and Seeding of Grass Areas	50.00	350.00
				$125,545.00

Paving (Sta. 475+00 to 509+70) Contract No. 3114

1,320	cu. yds.	Trench Excavation, Unclassified	1.25	1,650.00
1,400	lin. ft.	18-inch Corrugated Metal Pipe	4.25	5,950.00
250	lin. ft.	8-inch Sewer Pipe	1.15	287.50
120	lin. ft.	12-inch Sewer Pipe	2.00	240.00
1	only	Type "A" Manhole	300.00	300.00
1	only	Type "B" Manhole	300.00	300.00
1	only	Concrete Inlets	85.00	85.00
1	only	Concrete Catch Basins	85.00	85.00
30	cu. yds.	Concrete Curbs	50.00	1,500.00
40	only	Sight Posts	10.00	400.00
2,130	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	3.41	7,263.30
50	M-gals.	Sprinkling	2.63	131.50
208	cu. yds.	3/4" - 0" Material in Binder Course	3.41	709.28
4,440	tons	Class "B" Asphaltic Concrete	8.34	37,029.60
22	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	48.00	1,056.00
				$ 56,987.18

Bristol Underpass (Sta. 482+74 to 482+90.75) Contract No. 2974

All Required		Shoring, Cribbing, Etc.		$ 1,000.00
105	cu. yds.	Structural Excavation	$ 4.00	420.00
10	cu. yds.	Structural Excavation Below Elevation Shown	15.00	150.00
1,500	lin. ft.	Furnish Treated Piling	1.20	1,800.00
46	only	Drive Piles	35.00	1,610.00
170	cu. yds.	Class "A" Concrete	47.50	8,075.00
27,700	lbs.	Metal Reinforcement	0.095	2,631.50
				$ 15,686.50

Subtotal	$198,218.68
10% Engr. & Cont.	19,821.86
Total	$218,040.54

Length	0.630 mile
Cost per mile	$346,096.09

Troutdale Connection, Type Code No. 6201

Grading (Sta. 0+00 to 1+05.3) (Sta. 3+21.3 to 19+37.5) ("D" Line)

Contract No. 3037

All Required		Clearing and Grubbing (20%)		$ 600.00
200	cu. yds.	Trench Excavation, Unclassified	$ 3.00	600.00
100,000	cu. yds.	Borrow Excavation, Unclassified	0.48	48,000.00
4,000	cu. yds.	General Excavation, Unclassified	0.40	1,600.00
100	hrs.	Topsoiling with Tractor and Carryall	12.00	1,200.00
20	hrs.	Topsoiling with Blade Grader	8.00	160.00
100	hrs.	Topsoiling with Shovel and Dragline	9.00	900.00
100	hrs.	Topsoiling with Tractor and Dozer	10.00	1,000.00
80	lin. ft.	10-inch Corrugated Metal Drain Pipe	2.00	160.00
100	lin. ft.	12-inch Perforated Metal Drain Pipe, Coated	2.50	250.00
30	cu. yds.	Rock or Gravel Backfill in Drains	5.00	150.00
3	acres	Preparing, Fertilizing and Seeding of Grass Areas	50.00	150.00
				$ 54,770.00

Paving (Sta. 0+00 to 1+05.3) (Sta. 3+21.3 to 19+37.5) ("D" Line)

Contract No. 3114

140	cu. yds.	Trench Excavation	$ 1.25	$ 175.00
300	lin. ft.	8-inch Sewer Pipe	1.15	345.00
200	lin. ft.	12-inch Sewer Pipe	2.00	400.00
2	only	Concrete Inlets	85.00	170.00
1	only	Concrete Catch Basins	85.00	85.00

30	cu. yds.	Concrete Curbs	$50.00	$ 1,500.00
16	only	Sight Posts	10.00	160.00
740	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.41	2,523.40
20	M-gals.	Sprinkling	2.63	52.60
90	cu. yds.	3/4" - 0" Material in Binder Course	3.41	306.90
2,020	tons	Class "B" Asphaltic Concrete	8.34	16,846.80
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	48.00	480.00
				$ 23,044.70

Subtotal	$ 77,814.70
10% Engr. & Cont.	7,781.47
Total	$ 85,596.17

Length	0.326 mile
Cost per mile	$262,564.93

Type Code No. X221

Troutdale Grade Separation Structure (Sta. 496+46.5 to 497+52.5)

Contract No. 2974.

All Required		Shoring, Cribbing, Etc.		$ 3,000.00
165	cu. yds.	Structural Excavation	$ 4.00	660.00
15	cu. yds.	Structural Excavation Below Elevation Shown	15.00	225.00
1,400	lin. ft.	Furnish Treated Piling	1.20	1,680.00
50	only	Drive Piles	35.00	1,750.00
300	cu. yds.	Class "A" Concrete	50.00	15,000.00
78,300	lbs.	Metal Reinforcement	0.09	7,047.00
230	lin. ft.	Metal Handrail	10.00	2,300.00
90	lin. ft.	6-inch Concrete Pipe	0.80	72.00
				$ 31,734.00

Paving Bridge Deck ("L" Line) Contract No. 3114

30	tons	Class "B" Asphaltic Concrete	$ 8.34	$ 250.20
				$ 250.20

Subtotal	$ 31,984.20
10% Engr. & Cont.	3,198.42
Total	$ 35,182.62

Length	0.020 mile

Overcrossing Structure (Sta. 1+05.3 to 3+21.3) ("D" Line)

Contract No. 3114

40 tons	Class "B" Asphaltic Concrete	$ 8.34	$ 333.60
		Subtotal	$ 333.60
		10% Engr. & Cont.	33.36
		Total	$ 366.96
	Length	0.041 mile	

SUMMARY OF FUNDS

	Total Cost	Federal Aid Funds	State Funds
Roadway	$218,040.54	$126,638.00	$ 91,402.54
Troutdale Connection ("D" Line)	85,596.17	49,715.00	35,881.17
Overcrossing Structure	35,182.62	20,434.00	14,748.62
Overcrossing Structure ("D" Line)	366.96	213.00	153.96
	$339,186.29	$197,000.00	$142,186.29

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920: Chapter 529, Laws 1939.
State Funds for Maintenance: Chapter 529, Laws 1939.

Oregon State Highway Department Federal Aid Project No. FI-301 (3)

TROUTDALE SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 7, 1949

Type Code 6201

Grading (Sta. 475+00 to Sta. 509+50) (Contract No. 3037)

All Required		Clearing and Grubbing (806)		$ 2,400.00
500	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,500.00
205,000	cu. yds.	Borrow Excavation, Unclassified	0.48	98,400.00
1,000	cu. yds.	General Excavation, Unclassified	0.40	400.00
220	hours	Topsoiling with Tractor and Carryall	12.00	2,640.00
40	hours	Topsoiling with Blade Grader	8.00	320.00
220	hours	Topsoiling with Shovel and Dragline	9.00	1,980.00
220	hours	Topsoiling with Tractor and Dozer	10.00	2,200.00
0.69	mile	Finishing Roadbed and Slopes	2,000.00	1,380.00
1,100	lin. ft.	18" Corrugated Metal Pipe	3.50	3,850.00
2,500	cu. yds.	3" - 0" Material in Surfacing	2.25	5,625.00
1,200	cu. yds.	3/4" - 0" Material in Surfacing	2.50	3,000.00
500	M-gals.	Sprinkling	3.00	1,500.00
7	acres	Preparing, Fertilizing and Seeding of Grass Areas	50.00	350.00
				$125,545.00

Paving (Sta. 475+00 to 509+70)

1,320	cu. yds.	Trench Excavation, Unclassified	$ 3.00	$ 3,960.00
1,400	lin. ft.	18" Corrugated Metal Pipe	3.00	4,200.00
250	lin. ft.	8" Sewer Pipe	1.00	250.00
120	lin. ft.	12" Sewer Pipe	2.00	240.00
1	only	Type "A" Manholes	250.00	250.00
1	only	Type "B" Manholes	200.00	200.00
1	only	Concrete Inlets	60.00	60.00
1	only	Catch Basins	65.00	65.00
30	cu. yds.	Concrete Curbs	50.00	1,500.00
40	only	Sight Posts	6.00	240.00
2,130	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	3.50	7,455.00
50	M-gals.	Sprinkling	3.00	150.00
208	cu. yds.	3/4" - 0" Material in Binder Course	4.50	936.00
4,440	tons	Class "B" Asphaltic Concrete	7.00	31,080.00
22	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	1,100.00

27	tons	Furnishing and Placing RT-4 Tar in Binder Course	$42.00	(Alternate)
				$ 51,606.00

Bristol Underpass (Sta. 382+74 to 382+90.75) (Contract No. 2974)

All Required		Shoring, Cribbing, etc.		$ 1,000.00
105	cu. yds.	Structural Excavation	$ 4.00	420.00
10	cu. yds.	Structural Excavation Below Elevations Shown	15.00	150.00
1,500	lin. ft.	Furnish Treated Piling	1.20	1,800.00
46	only	Drive Piles	35.00	1,610.00
170	cu. yds.	Class "A" Concrete	47.50	8,075.00
27,700	lbs.	Metal Reinforcement	0.095	2,631.50
				$ 15,686.50

Subtotal	$192,917.50
10% Engr. & Cont.	19,291.75
Total	$212,209.25

Length	0.629 mile
Cost per mile	$337,375.99

Troutdale Connection, Type Code (620)
Grading (Sta. 0+00 to 1+05.3)(Sta. 3+21.3 to 19+37.5) ("D" Line) (Contract No. 3037)

All Required		Clearing and Grubbing (20%)		$ 600.00
200	cu. yds.	Trench Excavation, Unclassified	$ 3.00	600.00
100,000	cu. yds.	Borrow Excavation, Unclassified	0.48	48,000.00
4,000	cu. yds.	General Excavation, Unclassified	0.40	1,600.00
100	hours	Topsoiling With Tractor and Carry-all	12.00	1,200.00
20	hours	Topsoiling With Blade Grader	8.00	160.00
100	hours	Topsoiling With Shovel and Drag-line	9.00	900.00
100	hours	Topsoiling With Tractor and Dozer	10.00	1,000.00
80	lin. ft.	10" Corr. Metal Drain Pipe	2.00	160.00
100	lin. ft.	12" Perforated Metal Drain Pipe, Coated	2.50	250.00
30	cu. yds.	Rock or Gravel Backfill in Drains	5.00	150.00
3	acres	Preparing, Fertilizing and Seeding of Grass Areas	50.00	150.00
				$ 54,770.00

Paving (Sta. 0+00 to 1+05.3) (Sta. 3+21.3 to 19+37.5)("D" Line)

140	cu. yds.	Trench Excavation	$ 3.00	$ 420.00
300	lin. ft.	8" Sewer Pipe	1.00	300.00
200	lin. ft.	12" Sewer Pipe	2.00	400.00
2	only	Concrete Inlets	60.00	120.00
1	only	Concrete Catch Basins	65.00	65.00
30	cu. yds.	Concrete Curbs	50.00	1,500.00
16	only	Sight Posts	6.00	96.00
740	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	2,590.00
20	M-gals.	Sprinkling	3.00	60.00
90	cu. yds.	3/4" - 0" Material in Binder Course	4.50	405.00
2,020	tons	Class "B" Asphaltic Concrete	7.00	14,140.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	500.00
12	tons	Furnishing and Placing RT-4 Tar in Binder Course	42.00	(Alternate)
				$ 20,596.00

Subtotal	$ 75,366.00
10% Engr. & Cont.	7,536.60
Total	$ 82,902.60

Length	0.326 mile
Cost per mile	$254,302.40

Type Code X224
Troutdale Grade Separation Structure (Sta. 496+46.5 to 497+52.7) (Contract No. 2774)

All Required		Shoring, Cribbing, Etc.		$ 3,000.00
165	cu. yds.	Structural Excavation	$ 4.00	660.00
15	cu. yds.	Structural Excavation Below Elevations Shown	15.00	225.00
1,400	lin. ft.	Furnish Treated Piling	1.20	1,680.00
50	only	Drive Piles	35.00	1,750.00
300	cu. yds.	Class "A" Concrete	50.00	15,000.00
78,300	lbs.	Metal Reinforcement	0.09	7,047.00
230	lin. ft.	Metal Handrail	10.00	2,300.00
90	lin. ft.	6" Concrete Pipe	0.80	72.00
				$ 31,734.00

Paving Bridge Deck ("L" Line)

30	tons	Class "B" Asphaltic Concrete	$ 7.00	$ 210.00
				$ 210.00

Subtotal	$ 31,944.00
10% Engr. & Cont.	3,194.40
Total	$ 35,138.40

Length	0.020 mile		

Overcrossing Structure (Sta. 1+05.3 to 3+21.3) ("D" Line)

40 tons	Class "B" Asphaltic Concrete	$ 7.00	$ 280.00
	Subtotal		$ 280.00
	10% Engr. & Cont.		28.00
	Total		$ 308.00
	Length	0.040 mile	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$212,209.25	$ 83,457.00	$128,752.25
Trousdale Connection ("D" Line)	82,902.60	32,603.00	50,299.60
Overcrossing Structure	35,138.40	13,819.00	21,319.40
Overcrossing Structure ("D" Line)	308.00	121.00	187.00
	$330,558.25	$130,000.00	$200,558.25

Oregon State Highway Department

Federal Aid Project
No. FI-301 (3)

TROUTDALE SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 1, 1949

Type Code 6201
Grading (Sta. 475+00 to Sta. 509+50) (Contract No. 3037)

All Required		Clearing and Grubbing (80%)		$ 2,400.00
500	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,500.00
205,000	cu. yds.	Borrow Excavation, Unclassified	0.48	98,400.00
1,000	cu. yds.	General Excavation, Unclassified	0.48	480.00
220 ~~1,200~~	hours	Topsoiling with Tractor and Carryall	12.00	2,640.00
40	hours	Topsoiling with Blade Grader	8.00	320.00
220	hours	Topsoiling with Shovel and Dragline	9.00	1,980.00
220	hours	Topsoiling with Tractor and Dozer	10.00	2,200.00
0.69	mile	Finishing Roadbed and Slopes	2,000.00	1,380.00
1,100	lin. ft.	18" Corrugated Metal Pipe	3.50	3,850.00
2,500	cu. yds.	3" - 0" Material in Surfacing	2.25	5,625.00
1,200	cu. yds.	3/4" - 0" Material in Surfacing	2.50	3,000.00
500	M-gals.	Sprinkling	3.00	1,500.00
7	acres	Preparing, Fertilizing and Seeding of Grass Areas	50.00	350.00
				$125,545.00

Paving (Sta. 475+00 to 509+70)

1,320	cu. yds.	Trench Excavation, Unclassified	$ 3.00	$ 3,960.00
1,400	lin. ft.	18" Corrugated Metal Pipe	3.00	4,200.00
250	lin. ft.	8-inch Sewer Pipe	1.00	250.00
120	lin. ft.	12-inch Sewer Pipe	2.00	240.00
1	only	Type "A" Manholes	250.00	250.00
1	only	Type "B" Manholes	200.00	200.00
1	only	Concrete Inlets	60.00	60.00
1	only	Concrete Catch Basins	65.00	65.00
30	cu. yds.	Concrete Curbs	50.00	1,500.00
40	only	Sight Posts	6.00	240.00
~~9,300~~	~~cu. yds.~~	~~3" - 0" Material in Base~~	~~2.50~~	~~23,250.00~~
~~1,290~~	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	3.50	~~4,515.00~~
~~220~~	M-gals.	Sprinkling	3.00	~~660.00~~
208	cu. yds.	3/4" - 0" Material in Binder Course	4.50	936.00
4,470	tons	Class "B" Asphaltic Concrete	7.00	~~31,290.00~~

22	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	$50.00	$ 1,100.00
27	tons	Furnishing and Placing RT-4 Tar in Binder Course	42.00	(Alternate)
				$ ~~72,716.00~~ 51686.00

Bristol Underpass (Sta. 382+74 to 382+90.75) (Contract No. 2974)

All Required		Shoring, Cribbing, Etc.		$ 1,000.00
105	cu. yds.	Structural Excavation	$ 4.00	420.00
10	cu. yds.	Structural Excavation Below Elevations Shown	15.00	150.00
1,500	lin. ft.	Furnish Treated Piling	1.20	1,800.00
46	only	Drive Piles	35.00	1,610.00
170	cu. yds.	Class "A" Concrete	47.50	8,075.00
27,700	lbs.	Metal Reinforcement	0.095	2,631.50
				$ 15,686.50

Subtotal	~~$213,947.50~~	192917.50
10% Engr. & Cont.	~~21,394.75~~	19291.75
Total	~~$235,342.25~~	212,209.25
Length 1627	~~0.637~~ mile	
Cost per mile	~~$369,454.08~~	237795.99

Troutdale Connection, Type Code 6201
Grading (Sta. 0+00 to 1+05.3)(Sta. 3+21.3 to 19+37.5)
("T" Line) (Contract No 3037

All Required		Clearing and Grubbing (20%)		$ 600.00
200	cu. yds.	Trench Excavation, Unclassified	$ 3.00	600.00
100,000	cu. yds.	Borrow Excavation, Unclassified	0.48	48,000.00
4,000	cu. yds.	General Excavation, Unclassified	0.40	1,600.00
100	hours	Topsoiling with Tractor and Carry-all	12.00	1,200.00
20	hours	Topsoiling With Blade Grader	8.00	160.00
100	hours	Topsoiling With Shovel and Drag-line	9.00	900.00
100	hours	Topsoiling With Tractor and Dozer	10.00	1,000.00
80	lin. ft.	10" Corr. Metal Drain Pipe	2.00	160.00
100	lin. ft.	12" Perforated Metal Drain Pipe, Coated	2.50	250.00
30	cu. yds.	Rock or Gravel Backfill in Drains	5.00	150.00
3	acres	Preparing, Fertilizing and Seeding of Grass Areas	50.00	150.00
				$ ~~50,670.00~~
				54770.00

Paving (Sta. 0+00 to ~~[illegible]~~)(~~Sta. 9+21.3~~ to 19+37.5)("D" Line)

140	cu. yds.	Trench Excavation	$ 3.00	$ 420.00
300	lin. ft.	8" Sewer Pipe	1.00	300.00
200	lin. ft.	12" Sewer Pipe	2.00	400.00
2	only	Concrete Inlets	60.00	120.00
1	only	Concrete Catch Basins	65.00	65.00
30	cu. yds.	Concrete Curbs	50.00	1,500.00
16	only	Sight Posts	6.00	96.00
~~5,300~~	~~cu. yds.~~	~~3" - 0" Material in Base~~	~~2.50~~	~~13,250.00~~
740 ~~440~~	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	~~1,540.00~~ 2590.00
20 ~~220~~	M-gals.	Sprinkling	3.00	~~660.00~~ 60.00
90	cu. yds.	3/4" - 0" Material in Binder Course	4.50	405.00
2020 ~~2,060~~	tons	Class "B" Asphaltic Concrete	7.00	~~14,420.00~~ 14140.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	500.00
12	tons	Furnishing and Placing RT-4 Tar in Binder Course	42.00	(Alternate)
				$ 33,676.00 20596.00
		Subtotal		$ 84,346.00
		10% Engr. & Cont.		8,434.60
		Total		$ 92,780.60

Length 0.326 mile

Cost per mile $284,603.06

Type Code X221

Droutdale Grade Separation Structure (Sta. 496-46.5 to 497+52.7) (Contract No. 2974)

All Required		Shoring, Cribbing, Etc.		$ 3,000.00
165	cu. yds.	Structural Excavation	$ 4.00	660.00
15	cu. yds.	Structural Excavation Below Elevations Shown	15.00	225.00
1,400	lin. ft.	Furnish Treated Piling	1.20	1,680.00
50	only	Drive Piles	35.00	1,750.00
300	cu. yds.	Class "A" Concrete	50.00	15,000.00
78,300	lbs.	Metal Reinforcement	0.09	7,047.00
230	lin. ft.	Metal Handrail	10.00	2,300.00
90	lin. ft.	6" Concrete Pipe	0.80	72.00
		Subtotal		$ 31,734.00
		10% Engr. & Cont.		3,173.40
		Total		$ 34,907.40

Length 0.020 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$235,342.25	$ 84,275.00	$151,067.25
Troutdale Connection	92,780.60	33,225.00	59,555.60
Overcrossing Structure	34,907.40	12,500.00	22,407.40
	$363,030.25	$130,000.00	$233,030.25

PR-9

PUBLIC ROADS ADMINISTRATION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 1, 1949
(Date)

COMMISSIONER:
ATTENTION--PROGRAM SECTION

The following major program change of the individual project is requested:

Oregon
(State)

P. W. Federal Aid Primary Highway Program
(Previous Program)

August 13, 1948
(Date of Approval)

COUNTY Multnomah

FA or FAS Route No. FA 1

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	60	FI-301 (3)	3 mi. E. Sundial Road to Sandy River	Survey-Plans					Gr., Dr., 2-lane high-type pavement underpass structure
				Right-of-Way					
				Construction	$260,000	$130,000	$130,000		
				Total	$260,000	$130,000	$130,000	0.771	
Requested Revision	60	FI-301 (3)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	$363,030	$130,000	$233,030		
				Total	$363,030	$130,000	$233,030	0.983	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Increase in construction costs subsequent to original estimate, plus completion of plans with traffic interchange details, resulted in original estimate being too low. Increase in length was due to addition of length of Troutdale connection to length of project.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

TROUTDALE SECTION

PROJECT NO. FI-301 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

June 2, 1948

June 2, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the grading of the Troutdale Section, Project No. FI-301 (3). It is planned for the paving work to be performed under a separate contract.

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department   Federal Aid Project No. FI-301 (3)

TROUTDALE SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 2, 1940

Grading (Sta. 471+70 to Sta. 509+50)

All Required		Clearing and Grubbing		$ 1,500.00
700	cu. yds.	Trench Excavation, Unclassified	$ 3.00	2,100.00
305,000	cu. yds.	Borrow Excavation, Unclassified	0.60	183,000.00
5,000	cu. yds.	General Excavation, Unclassified	0.60	3,000.00
320	hours	Topsoiling With Tractor and Carryall	13.00	4,160.00
60	hours	Topsoiling With Blade Grader	9.00	540.00
320	hours	Topsoiling With Shovel and Dragline	10.00	3,200.00
320	hours	Topsoiling With Tractor and Dozer	11.00	3,520.00
0.69	mile	Finishing Roadbed and Slopes	1,000.00	690.00
80	lin. ft.	10" Corrugated Metal Pipe	2.00	160.00
1,100	lin. ft.	18" Corrugated Metal Pipe	3.00	3,300.00
420	lin. ft.	24" Corrugated Metal Pipe	4.50	1,890.00
100	lin. ft.	12" Perforated Metal Drain Pipe, Coated	2.00	200.00
30	cu. yds.	Rock or Gravel Backfill in Drains	5.00	150.00
2,500	cu. yds.	3" - 0" Material in Surfacing	2.00	5,000.00
1,200	cu. yds.	3/4" - 0" Material in Surfacing	3.50	4,200.00
500	M-gals.	Sprinkling	3.00	1,500.00
10	acres	Preparing, Fertilizing and Seeding of Grass Areas	50.00	500.00
				$218,610.00

Bristol Underpass (Sta. 382+74 to 382+90.75)
(Contract No. 2974)

All Required		Shoring, Cribbing, Etc.		$ 1,000.00
105	cu. yds.	Structural Excavation	$ 4.00	420.00
10	cu. yds.	Structural Excavation Below Elevations Shown	15.00	150.00
1,500	lin. ft.	Furnish Treated Piling	1.20	1,800.00
46	only	Drive Piles	35.00	1,610.00
170	cu. yds.	Class "A" Concrete	47.50	8,075.00
27,700	lbs.	Metal Reinforcement	0.095	2,631.50
				$ 15,686.50
			Subtotal	$234,296.50
			10% Engr. & Cont.	23,429.65
			Total	$257,726.15

Troutdale Grade Separation Structure (Sta. A96+46.5 to A97+52.7) (Contract No. 2774)

All Required		Shoring, Cribbing, Etc.		$ 3,000.00
165	cu. yds.	Structural Excavation	$ 4.00	660.00
15	cu. yds.	Structural Excavation Below Elevations Shown	15.00	225.00
1,400	lin. ft.	Furnish Treated Piling	1.20	1,680.00
50	only	Drive Piles	35.00	1,750.00
300	cu. yds.	Class "A" Concrete	50.00	15,000.00
78,300	lbs.	Metal Reinforcement	0.09	7,047.00
230	lin. ft.	Metal Handrail	10.00	2,300.00
90	lin. ft.	6" Concrete Pipe	0.80	72.00
			Subtotal	$ 31,734.00
			10% Engr. & Cont.	3,173.40
			Total	$ 34,907.40

Length of Grading Work	0.688 mile
Length of Bridge	0.020 mile
Total Length of Project	0.712 mile
Cost per mile, Grading Work	$374,601.96

SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
Roadway	$257,726.15	$ 88,071.00	$169,655.15
Bridge	34,907.40	11,929.00	22,978.40
	$292,633.55	$100,000.00	$192,633.55

PR-9

PUBLIC ROADS ADMINISTRATION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

June 17, 1949
(Date)

COMMISSIONER:
ATTENTION--PROGRAM SECTION

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Multnomah

FA or FAS Route No. FA 1

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	60	FI-301 (3)	.3 mi. E. Sun Dial Rd. to Sandy River	Survey-Plans					Gr. Dr., 2-lane high-type pavement, highway separation structure
				Right-of-Way					
				Construction	363,030	130,000	233,030		
				Total	363,030	130,000	233,030		
Requested Revision	60	FI-301 (3)	Same	Survey-Plans					Gr. Dr., 2-lane high-type pavement, highway separation Str., pave deck R.R. O'Xing Structure
				Right-of-Way					
				Construction	339,186	197,000	142,186		
				Total	339,186	197,000	142,186	1.017	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change:

To increase amount of Federal funds

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

February 1, 1949

Mr. T. K. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications and one copy of PR-9 covering program change for the Troutdale Section, Project No. FI-30R (3).

One set of full scale plans and six bid proposals are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.
JWN:md

January 9, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Troutdale Section (Structures), Project No. FI-301 (3).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department Federal Aid Project No. FI-301 (3)

TROUTDALE SECTION (STRUCTURES) OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications for structures. Not as basis for project agreement.)

Salem, Oregon, January 9, 1948

Bristol Undarpass (Sta. 382+74 to 382+90.75)

All Required		Shoring, Cribbing, Etc.		$ 1,500.00
105	cu. yds.	Structural Excavation	$ 5.00	525.00
10	cu. yds.	Structural Excavation Below Elevations Shown	10.00	100.00
1,500	lin. ft.	Furnish Treated Piling	1.50	2,250.00
46	only	Drive Piles	50.00	2,300.00
170	cu. yds.	Class "A" Concrete	60.00	10,200.00
27,700	lbs.	Metal Reinforcement	0.10	2,770.00
			Subtotal	$19,645.00
			10% Engr. & Cont.	1,964.50
			Total	$21,609.50

Length- - - - - - - - - - - 0.003 mile

Troutdale Grade Separation Structure (Sta. 496+57.5 to 497+63.5

All Required		Shoring, Cribbing, Etc.		$ 2,500.00
165	cu. yds.	Structural Excavation	$ 5.00	825.00
15	cu. yds.	Structural Excavation Below Elevations Shown	10.00	150.00
1,400	lin. ft.	Furnish Treated Piling	1.50	2,100.00
50	only	Drive Piles	50.00	2,500.00
300	cu. yds.	Class "A" Concrete	60.00	18,000.00
78,300	lbs.	Metal Reinforcement	0.10	7,830.00
230	lin. ft.	Metal Handrail	10.00	2,300.00
90	lin. ft.	6" Concrete Pipe	1.50	135.00
			Subtotal	$36,340.00
			10% Engr. & Cont.	3,634.00
			Total	$39,974.00

Length- - - - - - - - - - - 0.020 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
Bristol Underpass	$21,609.50	$12,492.00	$ 9,117.50
Troutdale Grade Separation	39,974.00	23,108.00	16,866.00
	$61,583.50	$35,600.00	$25,983.50

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SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
Bristol Underpass	$21,609.50	$12,492.00	$ 9,117.50
Troutdale Grade Separation	39,974.00	23,108.00	16,866.00
	$61,583.50	$35,600.00	$25,983.50

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TROUTDALE SECTION (STRUCTURES)

PROJECT NO. FI-301 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 9, 1948

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

February 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Confirming our telephone conversation February 3, 1949 with Mr. Williams regarding the plans, special provisions and estimate submitted for Oregon Project No. FI-301(3), Troutdale Section (Paving) of the Columbia River Highway, we understand that the date of completion is to be changed to August 31, 1949, that the minimum quantity of asphalt specified is to be 6.0%, also the 8" base course of 3" minus gravel is to be omitted and a 2" levelling course of 3/4" minus crushed gravel is to be placed on the present gravel topping. 1 1/2

As a number of errors were found in the estimate, a marked copy is enclosed for your inspection. Please submit corrected copies.

It is also noted that the Sundial Road is not shown as closed on the title sheet and that "F" prefixes have been omitted from some of the items on page 6 of the plans.

As heavy dashed lines are used to indicate both curb and culvert pipe, it is suggested that they be identified more clearly.

As to length of project on the Interstate System, the mileage should be calculated from the beginning to end of project with due allowance for equation near easterly end of project.

Reference is also made to our letter dated November 14, 1946 concerning placement of paving over bridges. The estimate should be revised accordingly.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

Encl.

RECEIVED

Oregon State Highway Department

Federal Aid Project
No. FI-301 (3)

TROUTDALE SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 1, 1949

Type Code 6201
Grading (Sta. 475+00 to Sta. 509+50) (Contract No. 3037)

All Required		Clearing and Grubbing (80%)		$ 2,400.00
500	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,500.00
205,000	cu. yds.	Borrow Excavation, Unclassified	0.48	98,400.00
1,000	cu. yds.	General Excavation, Unclassified	~~[illegible]~~ 0.40	400.00
220 ~~[illegible]~~	hours	Topsoiling with Tractor and Carryall	12.00	2,640.00
40	hours	Topsoiling with Blade Grader	8.00	320.00
220	hours	Topsoiling with Shovel and Dragline	9.00	1,980.00
220	hours	Topsoiling with Tractor and Dozer	10.00	2,200.00
0.69	mile	Finishing Roadbed and Slopes	2,000.00	1,380.00
1,100	lin. ft.	18" Corrugated Metal Pipe	3.50	3,850.00
2,500	cu. yds.	3" - 0" Material in Surfacing	2.25	5,625.00
1,200	cu. yds.	3/4" - 0" Material in Surfacing	2.50	3,000.00
500	M-gals.	Sprinkling	3.00	1,500.00
7	acres	Preparing, Fertilizing and Seeding of Grass Areas	50.00	350.00
				$125,545.00

Paving (Sta. 475+00 to 509+70)

1,320	cu. yds.	Trench Excavation, Unclassified	$ 3.00	$ 3,960.00
1,400	lin. ft.	18" Corrugated Metal Pipe	3.00	4,200.00
250	lin. ft.	8-inch Sewer Pipe	1.00	250.00
120	lin. ft.	12-inch Sewer Pipe	2.00	240.00
1	only	Type "A" Manholes	250.00	250.00
1	only	Type "B" Manholes	200.00	200.00
1	only	Concrete Inlets	60.00	60.00
1	only	Concrete Catch Basins	65.00	65.00
30	cu. yds.	Concrete Curbs	50.00	1,500.00
40	only	Sight Posts	6.00	240.00
9,300	cu. yds.	3" - 0" Material in Base	2.50	23,250.00
1,290	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	3.50	4,515.00
220	M-gals.	Sprinkling	3.00	660.00
208	cu. yds.	3/4" - 0" Material in Binder Course	4.50	936.00
4,470	tons	Class "B" Asphaltic Concrete	7.00	31,290.00

22	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	$50.00	$ 1,100.00
27	tons	Furnishing and Placing RT-4 Tar in Binder Course	42.00	(Alternate)
				$ 72,716.00

Bristol Underpass (Sta. 382+74 to 382+90.75) (Contract No. 2974)

All Required		Shoring, Cribbing, Etc.		$ 1,000.00
105	cu. yds.	Structural Excavation	$ 4.00	420.00
10	cu. yds.	Structural Excavation Below Elevations Shown	15.00	150.00
1,500	lin. ft.	Furnish Treated Piling	1.20	1,800.00
46	only	Drive Piles	35.00	1,610.00
170	cu. yds.	Class "A" Concrete	47.50	8,075.00
27,700	lbs.	Metal Reinforcement	0.095	2,631.50
				$ 15,686.50

Subtotal	$213,947.50
10% Engr. & Cont.	21,394.75
Total	$235,342.25

Length	0.630 ~~0.697 mile~~
Cost per mile	~~$349,454.00~~

Troutdale Connection, Type Code 6201
Grading (Sta. 0+00 to 1+05.3)(Sta. 3+21.3 to 19+37.5) ("B" Line)

All Required		Clearing and Grubbing (20%)		$ 600.00
200	cu. yds.	Trench Excavation, Unclassified	$ 3.00	600.00
100,000	cu. yds.	Borrow Excavation, Unclassified	0.48	48,000.00
4,000	cu. yds.	General Excavation, Unclassified	0.40	1,600.00
100	hours	Topsoiling with Tractor and Carry-all	12.00	1,200.00
20	hours	Topsoiling With Blade Grader	8.00	160.00
100	hours	Topsoiling With Shovel and Drag-line	9.00	900.00
100	hours	Topsoiling With Tractor and Dozer	10.00	1,000.00
80	lin. ft.	10" Corr. Metal Drain Pipe	2.00	160.00
100	lin. ft.	12" Perforated Metal Drain Pipe, Coated	2.50	250.00
30	cu. yds.	Rock or Gravel Backfill in Drains	5.00	150.00
3	acres	Preparing, Fertilizing and Seeding of Grass Areas	50.00	150.00
				$ ~~50,670.00~~ ?
				$54770.00

Paving (Sta. 0+00 to 1+03.3)(Sta. 3+21.3 to 19+37.5)("D" Line)

140	cu. yds.	Trench Excavation	$ 3.00	$ 420.00
300	lin. ft.	8" Sewer Pipe	1.00	300.00
200	lin. ft.	12" Sewer Pipe	2.00	400.00
2	only	Concrete Inlets	60.00	120.00
1	only	Concrete Catch Basins	65.00	65.00
30	cu. yds.	Concrete Curbs	50.00	1,500.00
16	only	Sight Posts	6.00	96.00
5,300	cu. yds.	3" - 0" Material in Base	2.50	13,250.00
440	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	1,540.00
220	M-gals.	Sprinkling	3.00	660.00
90	cu. yds.	3/4" - 0" Material in Binder Course	4.50	405.00
2,060	tons	Class "B" Asphaltic Concrete	7.00	14,420.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	500.00
12	tons	Furnishing and Placing RT-4 Tar in Binder Course	42.00	(Alternate)
				$ 33,676.00
		Subtotal		88,446.00 ~~$ 84,346.00~~ ?
		10% Engr. & Cont.		~~8,434.60~~ 8844.60 ?
		Total		~~$ 92,780.60~~ $ 97,290.60
		Length		0.326 mile
		Cost per mile		$284,603.06

Type Code X221
Troutdale Grade Separation Structure (Sta. 496+46.5 to 497+52.7)
(Contract No. 2974)

All Required		Shoring, Cribbing, Etc.		$ 3,000.00
165	cu. yds.	Structural Excavation	$ 4.00	660.00
15	cu. yds.	Structural Excavation Below Elevations Shown	15.00	225.00
1,400	lin. ft.	Furnish Treated Piling	1.20	1,680.00
50	only	Drive Piles	35.00	1,750.00
300	cu. yds.	Class "A" Concrete	50.00	15,000.00
78,300	lbs.	Metal Reinforcement	0.09	7,047.00
230	lin. ft.	Metal Handrail	10.00	2,300.00
90	lin. ft.	6" Concrete Pipe	0.80	72.00
		Subtotal		$ 31,734.00
		10% Engr. & Cont.		3,173.40
		Total		$ 34,907.40
		Length		0.020 mile

SUMMARY OF FUNDS

Item		Total Cost	Federal Aid Funds	State Funds
Roadway		$235,342.25 —	$ 84,273.00	$151,069.25
Troutdale Connection	97,290.60	~~92,580.60~~ —?	33,225.00	59,355.60
Overcrossing Structure		34,907.40 —	12,500.00	22,407.40
		~~$362,830.25~~	$130,000.00	~~$232,832.25~~
		$367,540.25		

RECEIVED
APR 8 1949
FOR FILING

71-301 (3)

3114

April 8, 1949

C. T. Malcom & Co.
2336 N. E. 30th Street
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3114, which was awarded to you on March 8, 1949 by the State Highway Commission, covering paving on the Troutdale Section of the Columbia River Highway in Multnomah County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 2 194
FOR FILING
OREGON DISTRICT
F-FI 301 (3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 15, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that the program change requested for Project No. F-FI 301(3) has been approved effective March 2, 1949.

The current status as approved:

Total Cost $367,540.00
Federal Funds $130,000.00 (No change)
Mileage 1.017

(Item 60, Postwar Federal Aid Primary Highway Program).

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

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[illegible] 16 [illegible]
OREGON
STATE HIGHWAY [illegible]

RECEIVED
MAR 24 1
FOR FILING

FI-301 (3)

3114

File

March 23, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 21, 1949 on Contract No. 3114, Troutdale Section in connection with Federal aid Project No. FI-301 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:md

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FOR FILING

DAILY JOURNAL OF COMMERCE

Tuesday, March 23, 1948

Water-Level Highway Sought Between Troutdale, The Dalles

The Dalles, Ore. (UP)—Mid-Columbia residents suggested to the Legislative Highway Interim Committee Monday the immediate relocation of the scenic Columbia River highway between Troutdale and The Dalles.

Further planning for improvement of the road east of The Dalles through Sherman and Gilliam counties also was recommended.

Judge F. P. Phipps, The Dalles, speaking for the Mid-Columbia Chamber of Commerce and the County Courts of Hood River, Wasco, Sherman, Gilliam and Wheeler counties, asked that the committee accept the recommendations and outline the proposals to the next Legislature.

Phipps said the highway had outlived its purpose as a scenic road and had now become a busy commercial artery feeding into Portland from the east. He said it was now necessary to establish a water-level, high-speed highway.

The Highway Commission already is at work on 17 miles of the road between Troutdale and Dodson and has surveyed other sections.

A water-level route would cut approximately 11 miles from the present distance of 82 miles between Portland and The Dalles. Total cost of the project would be $20,150,000 and would reduce the number of curves in the existing road from 705 to 136.

The committee met in the Wasco County courthouse with Rep. Ralph T. Moore, Coos Bay, acting as chairman. Others present were Sen. Douglas McKay, Salem: Sen. Ernest Fatland, Condon; Rep. Mix Landwon, Sweethome; Pat Lonergan, Portland, and Rep. R. C. Frisbie, Baker.

March 9, 1949

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☒	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			State Highway Department PUD2274	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

MARCH 9, 1949

Files

C. T. MALCOM & COMPANY
2336 NORTHEAST 30TH
PORTLAND 12, OREGON

STATE HIGHWAY COMMISSION TODAY AWARDS YOU AS OF YESTERDAY CONTRACT COVERING CONSTRUCTION OF THE TROUTDALE SECTION OF THE COLUMBIA RIVER HIGHWAY FOR WHICH YOU SUBMITTED THE LOW BID ON FEBRUARY 28, 1949. CONTRACT FORMS FOLLOW SHORTLY.

R. B. GLAISYER
SECRETARY
OREGON STATE HIGHWAY COMMISSION

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
MAR 10
FOR FILING

FI-301(3)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your wire of today requesting our concurrence in award of contract for Federal Aid Project No. F-FI-301(3), Troutdale Section Paving, to C. T. Malcom and Co. who submitted the low bid.

In view of your advice that all rights-of-entry have been acquired, we hereby concur in award of contract as of this date.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
FOR FILING
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-FI-301(3), Troutdale Section 24' asphaltic concrete paving on the Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

It is noted the P.S.& E. estimate submitted February 7, 1949 does not show the total length but the sum of the lengths shown is 1.015 miles instead of the correct length 1.017; the lengths of the component sections being 0.630, 0.326, 0.020 and 0.041 miles. Also, there are errors in the stations shown for the Bristol Undercrossing and the Troutdale Grade Separation. Please make the necessary corrections when submitting the project agreement estimate.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Jan

S-52(1) Snider Cr.-Crater Lake Jct. 1949
Sec., Sams Valley Hwy.
#3115 Folder # 2

RECEIVED
JUL 23 1953
FOR FILING

FAS-52(21)
[illegible]
3115

Mrs Lewis
note on card
WHS

Salem, Oregon
July 22, 1953

Mr. C. H. Maison
Auditor

Dear Mr. Maison:

Pursuant to my request of sometime ago you are now holding monies totalling $16,731.91 which represent the unpaid balance to Walter Berndt Construction Company on State Highway Contract #3115. You were requested to withhold payment of this sum because of claims outstanding against this work and in conformity with the Highway Commission's established policy with respect to the release of final payment to any contractor while there are outstanding claims against the project.

This contract of Walter Berndt Construction Company was completed a long time ago, and the matter of payment of the claims arising out of it has been the subject of litigation, legal matters having been handled by the Highway Commission's legal staff. I am informed that an interpleader decree has been issued by Circuit Judge who presided in this case, the Honorable Rex Kimmell. Moreover, Judge Kimmell has today handed down an order requiring the payment of the foresaid remaining balance to the County Clerk of Marion County, the Honorable H. C. Mattson. In view thereof, you are at liberty to release payment of the said remaining balance of $16,731.91 to Mr. Mattson pursuant to this order. This will close our files on the subject.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. Query

NOTED ON CARD
7-23-53

RECEIVED
FOR FILING

FAS-552
S-552(1)
3115

May 9, 1952

Mr. Dan Flood, Manager
Claim Department
Continental Casualty Company
702 American Bank Building
Portland, Oregon

Dear Mr. Flood:

In conformity with your request when you were in my office a few days ago, I enclose for your information the list of claims that have been filed with the State Highway Commission against Contract No. 3115 awarded to Walter Berndt Construction Company for grading and surfacing the Snider Creek-Crater Lake Junction of the Sams Valley Secondary Highway in Jackson County.

Some of these claims may be duplications because of the different amounts claimed by the same persons. However, we have no way of checking as to the exactness of the claims.

I wish also to say that information received in this office is to the effect that there are additional outstanding claims which have not been filed either in the office of the State Highway Commission or with the Secretary of State. Should they come to our knowledge we will advise you.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
encl.

cc: Floyd Query

When court has disposed of money
make note on card

Disposed of under agenda item 2-b Aug 6 1953.
Money turned over to court for disbursement.

NOTED ON CARD
8-6-53, [illegible]

NOTED ON CARD
5-9-52

LIST OF CLAIMS FILED AGAINST CONTRACT NO.3115, WALTER BERNDT CONSTRUCTION CO.

7-11-49	Jackson County District Attorney for 8 Employees		App. $4000.00
7-11-49	Cal.-Ore. Machinery Co.,Inc.		1665.14
7-20-49	Newbury & Newbury, Attys.	Wages owed 4 Clients	1963.94
		Equip.rental & Repairs	2300.00
7-21-49	Bullis Truck Lines	Equip. hauling	259.17
8-19-49	O. B. Zimmerman	Rent of Tractor - per mo.	350.00
8-24-59	Ralph G. Hunter	Rent of Tractor with Dozer	2000.00
12-5-49	Valley Center Oil Co.	Products	290.65
1-3-50	Elwood F. Sine, by W.E.Kimsey, Labor Commissioner		
1-10-50	Olympic Petroleum & Equipment Co.		59.09
1-12-50	Jackson Co. Dist. Attorney for 4 Clients, checks issued by A.A.Rex returned unpaid		2244.88
1-16-50	Farrel E. West		804.40
1-31-50	Armco Drainage & Metal Products,Inc.		1918.00
2-2-50	Del R.Beebe Construction Co.		322.81
		Equipment rental	558.00
2-14-50	Dale H. Rogers	Labor	76.82
2-10-50	Medford Concrete Constr.Co.,Inc.	Materials	3823.63
3-21-50	Industrial Parts,Inc.	Tractor parts	429.00
3-23-50	Geo. F. Douglas	Weekly Wages as Trustee	125.00
5-4-50	Del R. Beebe Construction Co.	Equipment rental	858.00
6-30-50	K. C. Wermmark (amended claim)	Labor,Materials,Attorney Fees	8743.01
6-15-50	Tru-Mix Concrete Co.	Material & Equipment rental	438.00
6-20-50	Ralph G. Hunter	Tractor rental & Court costs	2064.10
7-18-50	Rogue Equipment Sales,Inc.	Materials	179.84
7-26-50	Shell Oil Co.	Products	875.82
8-16-50	Crater Lake Machinery Co.	Caterpillar parts	1519.59
8-24-50	Geo. F. Douglas	Wages	2600.00
8-29-50	Pacific Logging & Mill Supply Co.	Materials	192.21
9-28-50	J. W. Copeland Yards	Lumber & Materials	251.76
12-4-50	At 9:30 Notice of Garnishment & Writ of Execution was served against contractor by attorneys for L.J.McDonald (sent to Mr.Hawke)		
12-19-50	D-H Paving Co. & Austin B. McCoy	Labor & Materials	26,091.67
1-26-51	Valley Center Oil Co.	Gas, Oil & Merchandise	295.17
1-26-51	Bullis Truck Lines	Truck rental & Hauling	129.17
1-26-51	OK Rubber Welders	Tires & Supplies	173.00
3-5-51	Geo. F. Douglas - Notice of Garnishment & Writ of Attachment		3125.00
	" " "	Attorney Fees	300.00
6-1-51	Geo. F. Douglas	Supplemental Claim	525.00

LIST OF CLAIMS FILED AGAINST CONTRACT NO.3115, WALTER BERNDT CONSTRUCTION CO.

7-11-49	Jackson County District Attorney for 8 Employees		App. $4000.00
7-11-49	Cal.-Ore. Machinery Co.,Inc.		1665.14
7-20-49	Newbury & Newbury, Attys.	Wages owed 4 Clients	1963.94
		Equip.rental & Repairs	2300.00
7-21-49	Bullis Truck Lines	Equip. hauling	259.17
8-19-49	O. B. Zimmerman	Rent of Tractor - per mo.	350.00
8-24-59	Ralph G. Hunter	Rent of Tractor with Dozer	2000.00
12-5-49	Valley Center Oil Co.	Products	290.65
1-3-50	Elwood F. Sine, by W.E.Kinsey, Labor Commissioner		59.09
1-10-50	Olympic Petroleum & Equipment Co.		2244.88
1-12-50	Jackson Co. Dist. Attorney for 4 Clients, checks issued by A.A.Rex returned unpaid		804.40
1-16-50	Farrel E. West		1918.00
1-31-50	Armco Drainage & Metal Products,Inc.		322.81
2-2-50	Del R.Beebe Construction Co.	Equipment rental	558.00
2-14-50	Dale H. Rogers	Labor	76.82
2-10-50	Medford Concrete Constr.Co.,Inc.	Materials	3823.63
3-21-50	Industrial Parts,Inc.	Tractor parts	429.00
3-23-50	Geo. F. Douglas	Weekly Wages as Trustee	125.00
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6-30-50	K. C. Wernmark (amended claim)	Labor,Materials,Attorney Fees	8743.01
6-15-50	Tru-Mix Concrete Co.	Material & Equipment rental	438.00
6-20-50	Ralph G. Hunter	Tractor rental & Court costs	2064.10
7-18-50	Rogue Equipment Sales,Inc.	Materials	179.84
7-26-50	Shell Oil Co.	Products	875.82
8-16-50	Crater Lake Machinery Co.	Caterpillar parts	1519.59
8-24-50	Geo. F. Douglas	Wages	2600.00
8-29-50	Pacific Logging & Mill Supply Co.	Materials	192.21
9-28-50	J. W. Copeland Yards	Lumber & Materials	251.76
12-4-50	At 9:30 Notice of Garnishment & Writ of Execution was served against contractor by attorneys for L.J.McDonald (sent to Mr.Hawke)		
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1-26-51	Bullis Truck Lines	Truck rental & Hauling	129.17
1-26-51	OK Rubber Welders	Tires & Supplies	173.00
3-5-51	Geo. F. Douglas - Notice of Garnishment & Writ of Attachment		3125.00
	" " "	Attorney Fees	300.00
6-1-51	Geo. F. Douglas	Supplemental Claim	525.00

RECEIVED
FEB [illegible] 1952
FOR FILING

[illegible]
[illegible]
3115

February 26, 1952

Armco Drainage & Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Mr. Duran B. Souls

Gentlemen:

This is to acknowledge your letter of February 19 concerning the status of payments on State Highway Contract No. 3116 awarded to Walter Berndt.

The Legal Department advises us that contract payments withheld will be disposed of by the Court in an interpleader action. Trial date is not definitely known at this time but may be tried within the next two or three months. After the case has been tried we should then know what disposition is to be made of funds we are withholding.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

February 19, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are inquiring concerning the status of payments on State Highway Contract No. 3115 awarded to Walter Berndt whose bond is held by Continental Casualty. Refer to your letter of June 29, 1951, in which you state that "Final payment on this contract has not yet been made as there has been considerable litigation over the contract." We have an unpaid balance of $322.81 for material furnished on this contract. We have contacted Mr. S. A. Recken numerous times and have been told by him that Continental is holding up settlement under this contract because of this litigation and because of a suit pending with McCoy Motors of Vancouver, Washington. Mr. Recken, by the way, is attorney for Continental and has his office in the Public Service Building, Portland, Oregon.

Will you please bring us up to date on this matter? Since this transaction has been on our books for so long, we, of course, wish to get the account settled and would like to know if there is anything we can do to expedite payment of the account.

We wish to thank you for your prompt and courteous attention to our letters and know you will give this one the same consideration.

Sincerely,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls

Credit Supervisor
North Pacific Division

Duran B. Souls:ihs

REFERRED TO
[illegible]
BY SECRETARY

prepare reply — check with Peterson

RECEIVE
JAN 17 1952
FOR FILING

7a 8 52 (2)
→ 8 52 (1)
3115

Salem, Oregon
January 11, 1952

State of Oregon vs. Walter Berndt
Contract 3115

Memorandum to C. W. Enfield

Attention: Charles Peterson, Asst. Attorney

As requested in your letter of January 9, the following material is attached hereto:

1. An excerpt from the minutes of May 24, 1951, page 18022, concerning authority to file the suit.

2. The original and a certified copy of Contract No. 3115.

Original returned 1/16/52

3. An excerpt from the minutes of August 1, 1949, page 16012, regarding authority for entering into an agreement between Berndt, Douglas and the Commission.

4. The original agreement between Berndt, Douglas and the Commission. (This agreement is in the original contract 3115.)

5. We are unable to find any copy of an assignment from Berndt to McCoy.

6. The original letter dated July 17, 1950, from the Continental Casualty Company to Mr. H. B. Glaisyer requesting that the surety be made co-payee on Berndt contract disbursements.

Secretary

FAQ:md 1-10

Attach.

FORM 2-30 25M 5-50 40500

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 9, 1952

SUBJECT: STATE OF OREGON vs. WALTER BERNDT, et al
Suit in Interpleader

To:

Mr. H. B. Glaisyer,
Secretary
OFFICE

Dear Mr. Glaisyer:

The above matter growing out of Contract No. 3115 is set for trial at 9:30 on Monday, January 14, at the Circuit Court here in Salem.

At your early convenience, will you be kind enough to check your files and records for items necessary for proof of the allegations of our complaint, as follows:

1. Original resolution or other instruction or authority to file the suit in interpleader. ✓ vol 36 part 1 page 18042

✓ 2. Original and certified copy of Contract No. 3115. — ✓ Duval

3. Original resolution or other authority for the August 1949 agreement between Berndt, Douglas, and the Commission. 2 ✓ vol 34 part 2 page 16012

✓ 4. The original agreement mentioned in 3. — ✓ filed in the Contract

✓ 5. Executed copy of assignment, Berndt to McCoy, dated November 1, 1949 and received about December 7, 1949. — cannot find

✓ 6. Original letter dated July 17, 1950, Continental Casualty Co. to Mr. H. B. Glaisyer, requesting that the surety be made co-payee on Berndt contract disbursements. ✓ Phyllis

We should also have the disbursement evidenced by check of $16,452.54 and all subsequent disbursement checks (the originals and photostats thereof).

I am not sure that you are the person to whom I should make inquiry on these, but will discuss all of these matters with you personally at our very early mutual convenience.

Yours very truly,

Charles Peterson
CHARLES PETERSON
Assistant Attorney

CP:MD

Ext 373

RECEIVED
JUL 9 1951
FOR FILING

7a 852 (2)
852 (1)
3115

Mrs Lewis

June 28, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

A letter dated June 28 has been received from the Armco Drainage and Metal Products, Inc., re-stating their claim in the amount of $322.81. The claim is against Walter Berndt Construction Company on State Highway Contract No. 3115 for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

Our records show that this claim was originally filed in this office on January 31, 1950, and filed previously with the Secretary of State. The claim, they state, is still unpaid.

This information is provided as the Continental Casualty Company appears as surety on the performance bond which was provided with Contract 3115.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By________________________
Acting Secretary

FEG:md

cc - Mr. Warner M. Bruse
1411 Fourth Avenue Building
Seattle, Washington

Mr. Parker E. Lyman
409 Wilcox Building
Portland 4, Oregon

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

C. W. Enfield

NOTED ON CARD

RECEIVED
JUL 9 1951
FOR FILING

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852(1)
3115

Gus Lewis

June 29, 1951

Armco Drainage & Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Duran B. Souls, Credit Manager

Gentlemen:

State Highway Contract No. 3115, awarded to Walter Berndt Construction Company for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County was completed June 20, 1950, and accepted by the Commission July 20, 1950.

Our records show that on January 31, 1950, we received from the Secretary of State a copy of a claim filed by Armco Drainage and Metal Products, Inc. in the sum of $322.81.

Final payment on this contract has not yet been made as there has been considerable litigation over the contract.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By______________________________
Acting Secretary

FAQ:md

FILED ON CARD

[illegible]

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET PORTLAND 2, OREGON
ARMCO

June 28, 1951

3115

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Will you please give us information relative to the completion and acceptance date of the Snider Creek to Crater Lake Junction section of the Sam's Valley Secondary in Jackson County--we think your contract number is 3115.

We furnished galvanized corrugated C. B. Steel riveted pipe, asphalt dipped, in the amount of $522.81 to the Walter Berndt Construction Co. for this project and since we were paid $200. there remains a balance due of $322.81.

January 27, 1950, we filed on the bond which was held by Continental Casualty Company. Since Continental has not paid us, we wish to be sure that our filing date is in order before starting action to recover the amount that is due us.

This, and any other information you can give us which will help us in settling this account will be greatly appreciated.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls

Credit Manager,
North Pacific Division

Duran B. Souls:md

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1 [illegible] 1951
FOR FILING

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3115

Mrs Renne

June 7, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of June 1 to which was attached three copies of a supplemental notice of claim filed with your office by George F. Douglas against Walter Berndt Construction Company on State Highway Contract No. 3115.

This supplemental claim is in the amount of $525.00 and is listed under your file No. 3223.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

6-7-51 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 1, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Geo. F. Douglas and filed as of this date a supplemental notice of claim, original filed in this office on August 24, 1950, against the bond taken from Walter Berndt Construction Co., principal and the Continental Casualty Co., as surety for the work of grading and surfacing of the Snider Creek-Crater Lake Junction Section of Sams Valley Secondary Highway-Oregon State Highway project No. 3115, our file No. 3223.

We are enclosing three copies of this supplemental claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

[illegible]

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7a 8 52 (2)
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3115

mr Lewis

June 7, 1951

Continental Casualty Co.
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a supplemental claim filed with the Secretary of State by George F. Douglas against Walter Berndt Construction Company. This supplemental claim, in the amount of $525.00, is in addition to a claim previously filed for $2,600.00 and is in connection with State Highway Contract No. 3115, awarded to Walter Berndt Construction Company for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is furnished as the Continental Casualty Company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf
Attach.

cc - Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Walter Berndt Construction Company
Box 427
Vancouver, Washington

6-7-51 g.f.

Geo. F. Douglas.
Rt 3 Box 416
Vancouver, Washington.
May 31, 1951.

SUPPLEMENT TO CLAIM FILED WITH SECRETARY OF STATE OF OREGON, AUGUST 22, 1950, re against the bond taken from Walter Berndt Construction Company as principal and the Continental Casualty Co., as Surety for the work of grading and surfacing of the Snider Creek-Crater Lake Junction Section of Sams Valley Secondary Highway-Oregon State Highway project No. 3115.

Secretary of State
Salem, Oregon.

Dear Sir:-

NOTICE IS HEREBY GIVEN that the undersigned, Geo. F. Douglas, has a claim in the sum of Five Hundred and Twenty Five Dollars, ($525.00) in addition to and supplementing the claim of August 22, 1950 filed with the Secretary of State in the amount of Twenty Six Hundred dollars ($ 2600.00) making a total of the claim the amount of Thirty One Hundred Twenty Five Dollars,($ 3125.00), against the bond taken from Walter Berndt Construction Company, as principal, and Continental Casualty Company as Surety, for the work of grading and surfacing of the Snider Creek-Crater Lake Junction Section of Sam's Valley secondary state highway - Oregon State Highway Project No 3115.

Said claim is for labor services rendered to Walter Berndt Construction Company in the construction of said above described job in accordance with an agreement between the Oregon State Highway Commission dated Aug, 2nd 1949 and also an agreement with Walter Berndt dated Aug. 3, 1949, and the undersigned, on file with State Highway Commission.

In the event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims the sum of $ 200 (Two Hundred dollars) as attorney's fees and costs.

This supplement dated this 31st day of May, 1951.

Signed:- Geo. F. Douglas

State of Washington)
County of Clark) ss

Geo. F. Douglas, being sworn upon oath, deposes and says: that the above statement and claim is just, true and correct; that the labor therein charged was actually rendered as therein stated and that no part of the same has been paid, and that the labor and services charged therein was for the benefit of said principal and sureties and State of Oregon.

Subscribed to and sworn to before me
this 31st day of May 1951

Roger F. Camp
(Notarial Seal)

ENDORSED: NO. 3223
FILED JUNE 1 - 1951
EARL T. NEWBRY, Secretary of State.

RECEIVED
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FOR FILING

7a 852 (2)
852 (1)
3115

Mrs Suora

March 19, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of March 16 to which was attached a copy of a letter signed by B. Kent Blackhurst concerning an assignment and modification of a claim by K. C. Wernmark and Medford Concrete Construction Company against Walter Berndt Construction Company on State Highway Contract No. 3115, your file No. 3218.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 16, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

A few days ago we forwarded to your office an assignment of two notices of claim, one by Medford Concrete Construction C., Inc., in the amount of $4,023.63, our file No. 3218, and one by K. C. Wernmark in the amount of $7,870.51.

We are enclosing a copy of a letter received from Mr. Farrell in reply to our letter of acknowledgment of the two assignments which we believe is self-explanatory.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

COPY

FRANK P. FARRELL
Attorney at Law
306 Fluhrer Building
Medford, Oregon

B. Kent Blackhurst
Associate

March 15, 1951

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Mr. Newbry:

Your letter of March 13, 1951, is acknowledged in which you raise the question of certain discrepancies in the assignment and notice of claim figures with regard to K. C. Wernmark's and Medford Concrete Construction Company's claim against Walter Berndt on State Highway Commission contract #3115.

The notice of claim filed with your office by Medford Concrete Construction Company was in the amount of $3,823.63. However, shortly after filing said claim a bookkeeping error of $200.00 was discovered and the true amount of materials furnished was $4,023.63. It may be that said Company is precluded from collecting the $200.00 by virtue of failure to file an amended claim within the statutory period.

The notice of claim filed by K. C. Wernmark was in the amount of $8,743.01. However, said claim included an item of $500.00 for attorneys fees, $215.00 for expenses incurred in collection and $157.50 for interest paid a bank to carry loans used to pay wages, which three amounts total $872.50. We are of the opinion that said items were not properly included in the notice of claim and therefore deducted same from the assignment, leaving a total of $7,870.51.

I hope the above explains the figures in the assignment and why they do not correspond with the two notices of claim.

Very truly yours,

B. KENT BLACKHURST

B. Kent Blackhurst

BKB:k

[illegible]

3-19-51 gl

RECEIVED
MAR 1
FOR FILING

F2 852 (2)
52 (1)

3115

Mrs Lewis

March 14, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of an affidavit filed with the Secretary of State by the Tru-Mix Concrete Company. In this affidavit the Medford Concrete Construction Company assigns to the Tru-Mix Concrete Company their claim in the amount of $4,023.63 and K. C. Wernmark assigns his claim in the amount of $7,970.51 to the Tru-Mix Concrete Company. The claim of the Tru-Mix Concrete Company in the amount of $436.00 and the two assignments of claims mentioned above are all claims filed against State Highway Contract No. 3115 awarded to Walter Bernit Construction Company for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the performance bond which was furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Warner M. Bruce
1411 Fourth Avenue
Seattle, Washington

Mr. Parker M. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Frank P. Farrell
Attorney
Medford, Oregon

Walter Bernit Construction Co.
Box 427
Vancouver, Washington

3-14-51 jg

COPY

AFFIDAVIT

STATE OF OREGON)
) ss
COUNTY OF JACKSON)

I, Miles Stuart , after first being duly sworn, depose and say: That I am one of the co-partners in that certain partnership doing business under the assumed business name of Tru-Mix Concrete Company, and

That between, on or about May 29, 1949 and February 28, 1950, said Tru-Mix Concrete Company rented equipment to and furnished labor for Walter Berndt Construction Company, which equipment and labor were used in prosecution of work under State Highway Commission contract #3115, and that there is a balance due and owing for such equipment and labor of $438.00.

That between, on or about March 26, 1949 and November 23, 1949, Medford Concrete Construction Company, an Oregon Corporation, sold and delivered certain materials to Walter Berndt Construction Company, which materials were used in the prosecution of work under State Highway Commission contract #3115. That there is a balance due and owing for such materials of $4,023.63 and that the claim of said Medford Concrete Construction Company for said monies has been assigned by it by an instrument in writing dated March 1, 1951 to Tru-Mix Concrete Company.

That between, on or about April 10, 1949 and October 15, 1949, K. C. Wernmark sold and furnished labor and materials to and for Walter Berndt Construction Company, which labor and materials were used in prosecution of work under State Highway Commission Contract #3115, and for which there is a balance due and owing of $7,970.51. That K. C. Wernmark's claim for said monies has been assigned by him by an instrument in writing dated February 27, 1951, to Tru-Mix Concrete Company.

TRU-MIX CONCRETE COMPANY

BY: MILES STUART
partner

Subscribed and sworn to before me this 1st day of March, 1951.

F. P. FARRELL
Notary Public for Oregon
My Comm. Exp: 12-25-51

(Notarial Seal)

FILING

3115

AFFIDAVIT

STATE OF OREGON)
) ss
COUNTY OF JACKSON)

I, Miles Stuart , after first being duly sworn, depose and say: That I am one of the co-partners in that certain partnership doing business under the assumed business name of Tru-Mix Concrete Company, and

That between, on or about May 29, 1949 and February 28, 1950, said Tru-Mix Concrete Company rented equipment to and furnished labor for Walter Berndt Construction Company, which equipment and labor were used in prosecution of work under State Highway Commission contract #3115, and that there is a balance due and owing for such equipment and labor of $438.00.

NOTED
State Highway Engineer

That between, on or about March 26, 1949 and November 23, 1949, Medford Concrete Construction Company, an Oregon Corporation, sold and delivered certain materials to Walter Berndt Construction Company, which materials were used in the prosecution of work under State Highway Commission contract #3115. That there is a balance due and owing for such materials of $4,023.63 and that the claim of said Medford Concrete Construction Company for said monies has been assigned by it by an instrument in writing dated March 1, 1951 to Tru-Mix ConcreteCompany.

That between, on or about April 10, 1949 and October 15, 1949, K. C. Wernmark sold and furnished labor and materials to and for Walter Berndt Construction Company, which labor and materials were used in prosecution of work under State Highway Commission Contract #3115, and for which there is a balance due and owing of $7,970.51. That K. C. Wernmark's claim for said monies has been assigned by him by an instrument in writing dated February 27, 1951, to Tru-Mix Concrete Company.

TRU-MIX CONCRETE COMPANY

By: MILES STUART
partner

Subscribed and sworn to before me this 1st day of March, 1951.

F. P. FARRELL
Notary Public for Oregon
My Comm. Exp: 12-25-51

(Notarial Seal)

RECEIVED
MAR 15 1951
FOR FILING

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3115

Mrs Lewis

March 14, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of March 13 to which was attached a copy of an affidavit filed with your office by the Tru-Mix Concrete Company in which the Medford Concrete Construction Company assigns its claim in the amount of $4,023.63 to Tru-Mix Concrete Company and K. C. Wernmark assigns assigns his claim in the amount of $7,970.51 to the Tru-Mix Concrete Company. These assignments are in connection with claims against State Highway Contract No. 3115 awarded to Walter Berndt Construction Company for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-14

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 13, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We received on March 9th, from Frank P. Farrell, attorney at Medford, the assignment to the Tru-Mix Concrete Company of two notice of claims as follows:

Assignment by Medford Concrete Construction Company for materials furnished against Walter Berndt Construction Co., and showing a balance due and owing $4,023.63.

The other claim by K. C. Wernmark for labor and material furnished against Walter Berndt Construction Company for a balance due of $7,970.51.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

3-14-51

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STATE HIGHWAY COMMISSION

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FRANK P. FARRELL
ATTORNEY AT LAW
306 FLUHRER BUILDING
MEDFORD, OREGON

B. KENT BLACKHURST
ASSOCIATE

Fa 52 [illegible] 52 (1)
3115

March 7, 1951

Mr. Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

We received this date a certified copy of State Highway Commission contract #3115 and the bond in connection therewith. Said contract and bond were forwarded in response to the request sent your office on February 22, 1951, by Medford Concrete Construction Company, one of the contractor's suppliers of materials on said contract.

You will please take notice that said Medford Concrete Construction Company and K. C. Wernmark have now assigned their claims against Walter Berndt, the contractor, to Tru-Mix Concrete Company, another of Berndt's unpaid creditors and said contract and bond will be used by Tru-Mix in prosecuting an action to recover the unpaid claims.

I am enclosing herewith the statutory affidavit of Miles Stuart, one of the partners in Tru-Mix Concrete Company, in which the above mentioned assignments are set forth.

Very truly yours,

F. P. FARRELL

By: B. Kent Blackhurst

cc: State Highway Commission ✓

NOTED
F. QUERY

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MAR 9 1951
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
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FORM E-20 25M 8-50 42266

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3115

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6, 1951

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

Since the Highway Commission has been served with a Notice of Garnishment in connection with the case entitled George F. Douglas vs. Walter Berndt Construction Company, I suggest that we recognize the garnishment and withhold sufficient money to meet the demands.

The Writ of Attachment mentions the sum of $3,125.00 plus $300.00 attorney fees. I, therefore, suggest that that amount be withheld.

Very truly yours,

J M Devers
J. M. DEVERS
Chief Counsel

JMD:amc
cc S. A. Hall

REFERRED TO
Query
BY SECRETARY

do we not now have 2 payments held up? –
[illegible]

yes
7Q

RECEIVED
MAR 1951
FOR FILING

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8115

Salem, Oregon
March 5, 1951

Mr. M. H. Hawke
Auditor

Dear Mr. Hawke:

Attached is a Notice of Garnishment and Writ of Attachment No. 37642 in the Marion County Circuit Court, filed by George F. Douglas, Plaintiff, against Walter Berndt Construction Company, Defendant. This attachment is in the sum of $3,125.00 plus $300.00 attorney fees. After you have made the notes needed for your records, please forward the garnishment and attachment to Mr. Devers so that an answer may be prepared.

Please withhold all funds to Walter Berndt Construction Company until further advised.

Very truly yours

Secretary

FAQ:md
Attach.

cc - J. M. Devers

REFERRED TO
[illegible]
BY SECRETARY

NOTED ON CARD
3-5-51 g

has this been noted on the card?

RECEIVED
MAR 5 - 1951
FOR FILING

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3115

March 1, 1951

Medford Concrete Construction Co.
c/o Mr. Frank P. Farrell
306 Fluhrer Building
Medford, Oregon

Gentlemen:

Your letter of February 22nd, addressed to the Secretary of State, has been referred to this office. As requested in your letter there is enclosed a certified copy of Contract 3115 awarded to the Walter Berndt Construction Company for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

On June 9, 1950, we received a copy of a claim filed with the Secretary of State by the Medford Concrete Construction Company, Inc., in the amount of $3,823.63. From your letter it appears that this is the claim to which you refer.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

FRANK P. FARRELL
ATTORNEY AT LAW
306 FLUHRER BUILDING
MEDFORD, OREGON

B. KENT BLACKHURST
ASSOCIATE

3115

February 22, 1951

Query
Oregon certified
copy

Mr. Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

In Re: Bond of Walter Berndt Construction Co. - Continental Casualty Company

Dear Sir:

On June 9, 1950, the undersigned forwarded to your office notice of claim for culvert pipe delivered to Walter Berndt Construction Co., contractor on Oregon State Highway Commission contract #3115, Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon. Said claim was against the bond taken from said Walter Berndt Construction Co. and Continental Casualty Company on said contract #3115.

We intend to file an action for recovery of the amounts due in regard to the above claim and it is respectfully requested you forward to us, c/o Frank P. Farrell, Room 306 Fluhrer Bldg., Medford, Oregon, a certified copy of said contract #3115 and the bond in connection therewith at your earliest convenience.

Thank you for your cooperation.

MEDFORD CONCRETE CONSTRUCTION CO.

By: Secy.

BKB:k

Referred to State Highway Commission

STATE DEPARTMENT

SECRETARY OF STATE
RECEIVED
FEB 23 1951
EARL T. NEWBRY

1859

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed is a letter from Medford Concrete Construction Company requesting a certified copy of contract and bond covering State Highway Construction work on contract No. 3115.

Our records show that a claim by the above company was received and filed in this office on June 12, 1950, our File No. 3218.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FL

ENC.

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FOR FILING

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3115

Williams

AFFIDAVIT

STATE OF OREGON)
) ss
COUNTY OF JACKSON)

I, Miles Stuart , after first being duly sworn, depose and say: That I am one of the co-partners in that certain partnership doing business under the assumed business name of Tru-Mix Concrete Company, and

That between, on or about May 29, 1949 and February 28, 1950, said Tru-Mix Concrete Company rented equipment to and furnished labor for Walter Berndt Construction Company, which equipment and labor were used in prosecution of work under State Highway Commission contract #3115, and that there is a balance due and owing for such equipment and labor of $438.00.

NOTED
W. C. WILLIAMS

That between, on or about March 26, 1949 and November 23, 1949, Medford Concrete Construction Company, an Oregon Corporation, sold and delivered certain materials to Walter Berndt Construction Company, which materials were used in the prosecution of work under State Highway Commission contract #3115. That there is a balance due and owing for such materials of $4,023.63 and that the claim of said Medford Concrete Construction Company for said monies has been assigned by it by an instrument in writing dated March 1, 1951 to Tru-Mix ConcreteCompany.

That between, on or about April 10, 1949 and October 15, 1949, K. C. Wernmark sold and furnished labor and materials to and for Walter Berndt Construction Company, which labor and materials were used in prosecution of work under State Highway Commission Contract #3115, and for which there is a balance due and owing of $7,970.51. That K. C. Wernmark's claim for said monies has been assigned by him by an instrument in writing dated February 27, 1951, to Tru-Mix Concrete Company.

TRU-MIX CONCRETE COMPANY

By: MILES STUART
partner

Subscribed and sworn to before me this 1st day of March , 1951.

F. P. FARRELL
Notary Public for Oregon
My Comm. Exp: 12-25-51

(Notarial Seal)

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Vol 52 E 152 (1)

3115

[illegible]

January 29, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 26 to which was attached three copies of a claim filed with your office by the OK Rubber Welders in the sum of $173 against Walter Berndt Construction Company on State Highway Contract 3115, your file No. 3260.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-29-51 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 26, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Warren G. Lesseg, attorney, Medford, and filed as of this date a notice of claim by OK Rubber Welders in the sum of $173.00 against the bond taken from Berndt Construction Company, principal and the Continental Casualty Company, surety, for the work of construction, repair and maintenance performed on the Snider Creek-Junction Section of Sams Valley Secondary Highway, Contract #3115, our file #3260.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

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1-29-51, gl

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3115

Mrs Lewis

January 29, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Warren G. Lessog, a Medford attorney, in behalf of OK Rubber Welders. This claim is in the sum of $173.00 and is against Walter Berndt Construction Company for tires and supplies furnished in connection with his operations on State Highway Contract 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as your company appears as surety on the performance bond furnished in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Parker W. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Warner M. Bruse
1411 Fourth Avenue Building
Seattle, Washington

Mr. George F. Douglas
c/o Walter Berndt Construction Co.

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

[illegible]

1-29-51

NOTICE

TO THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned OK Rubber Welders has a claim for tires and supplies furnished in the sum of One Hundred Seventy-three Dollars ($173.00) against the bond taken from Walter A. Berndt, doing business as Berndt Construction Company, as principal, and the Continental Casualty Company, a corporation, as surety, for the work of construction, repair and maintenance performed between on or about August 22, 1949, and on or about September 16, 1949, upon the Sams Valley Highway in Jackson County, Oregon, which job was commenced in 1949 and was accepted by the State of Oregon on July 26, 1950.

O. K. RUBBER WELDERS
By Richard E. Fanger

STATE OF OREGON)
) ss.
County of Jackson)

I, Richard E. Fanger, being first duly sworn, depose and say: that I am the owner of O. K. Rubber Welders, the above named claimant, that I have read the foregoing Notice, know the contents thereof, and the same is true as I verily believe.

Richard E. Fanger

Subscribed and sworn to before me this 24th day of January, 1951.

Gladys Knips
Notary Public for Oregon
My Commission Expires 10-17-54

(Notarial Seal)

Contract # 3115
Snider Creek -
Junction Section of
Sams Valley Secondary
Highway

Endorsed:
File No. 3260
FILED JAN. 26, 1951
EARL T. NEWBRY, Secretary of State.

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FOR FILING

71 852 (2) 853 (1)
3115

Mrs Lewis

January 29, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 26 to which was attached three copies of a claim filed with your office by J. W. Copeland Yards against Walter Berndt Construction Company, State Highway Contract No. 3115. This claim is in the sum of $251.76 with interest for lumber and hardware furnished the contractor.

This claim bears your file No. 3262.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-29-51

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 26, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We have received from King, Wood, Miller, Anderson & Nash, Attorneys, American Bank Building, Portland 5, Oregon, and filed as of this date, a notice of claim by J. W. COPELAND YARDS, for materials, to-wit, lumber and hardware, furnished in the sum of $251.76, together with interest thereon at the rate of 8 per cent per annum from October 13, 1949, against the bond taken from Walter Berndt Cons't Co., being bond #913969, the surety thereon being Continental Casualty Company, an Illinois corporation, which bond was given to accompany State Highway Contract No. 3115. Our File No. 3262.

We are enclosing three copies of the claim for your information and files.

Please acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

N:Fb
Enc

RECEIVED
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SALEM
STATE HIGHWAY COMMISSION

NOTED ON CARD
1-29-51 gl

January 29, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by J. W. Copeland Yards against Walter Berndt Construction Company. This claim is in the sum of $251.76 for lumber and hardware furnished to Mr. Berndt on State Highway Contract No. 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the performance bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Mr. Parker W. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Mr. George F. Douglas
c/o Walter Berndt Construction Co.

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

NOTED ON CARD
1-29-51

TO Earl T. Newbry
Secretary of State
Salem, Oregon

Notice hereby is given that the undersigned has a claim for materials, to-wit, lumber and hardware, furnished in the sum of $251.76, together with interest thereon at the rate of 8 per cent per annum from October 13, 1949, against the bond taken from Walter Berndt Cons't Co., being bond #913969, the surety thereon being Continental Casualty Company, an Illinois corporation, which bond was given to accompany State Highway Contract No. 3115.

The undersigned does further certify that said contract was completed June 20, 1950, and accepted by Oregon State Highway Commission on July 26, 1950.

J. W. COPELAND YARDS

(Corporate Seal)

By F. H. Gray
Secretary

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

I, F. H. GRAY, Secretary of J. W. COPELAND YARDS, the claimant named in and who signed the foregoing claim and notice of intention to hold a lien, being first duly sworn, say that I know the contents of said notice of lien and have knowledge of the facts therein set forth, and that the same is in all respects true and correct and contains a true statement of claimant's demands and the amount due claimant after deducting all just credits and offsets.

F. H. Gray

SUBSCRIBED and sworn to before me this 25th day of January, 1951.

Blanche Timmerman

Notary Public for Oregon
My commission expires:
July 14, 1952

(Notarial Seal)

Endorsed:
File No. 3262
Filed JAN. 26, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN 30 1951
FOR FILING

Fed 52 (2) 52 (1)
3115

Mrs Lewis

January 29, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 26 to which was attached three copies of a claim filed with your office by Bullis Truck Lines against Walter Berndt Construction Company in the sum of $129.17 for repairs and maintenance furnished the contractor in connection with his operations on State Highway Contract 3115, your file No. 3259.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

1-29-51

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 26, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Warren G. Lesseg, attorney, Medford, and filed as of this date a notice of claim by Bullis Truck Lines in the amount of $129.17 against the bond taken from Berndt Construction Company, principal, and the Continental Casualty Company, surety for repair and maintenance performed on the Snider Creek-Junction Section of Sams Valley Secondary Highway, Contract #3115, our file #3259.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
JAN 29 1951
OREGON
STATE HIGHWAY COMMISSION

[illegible]

1-29-51, C

January 29, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Warren G. Lessog, Medford, attorney, on behalf of Bullis Truck Lines in the sum of $129.17 for truck rental and hauling furnished to the contractor on State Highway Contract 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the performance bond furnished in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Parker M. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Warner M. Bruse
1411 Fourth Avenue Building
Seattle, Washington

Mr. George F. Douglas
c/o Walter Berndt Construction Co.

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

[illegible]

1-29-51

NOTICE

TO THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, Bullis Truck Lines, has a claim for truck rental and hauling furnished in the sum of One Hundred Twenty-nine and 17/100 Dollars ($129.17) against the bond taken from Walter A. Berndt, doing business as Berndt Construction Company, as principal, and the Continental Casualty Company, a corporation, as surety, for the work of construction, repair and maintenance performed between on or about August 22, 1949, and on or about September 16, 1949, upon the Sams Valley Highway in Jackson County, Oregon, which job was commenced in 1949 and was accepted by the State of Oregon on July 26, 1950.

BULLIS TRUCK LINES

By Warren G. Lesseg
Attorney

STATE OF OREGON)
) ss.
County of Jackson)

I, Warren G. Lesseg, after first being duly sworn, depose and say: that I am the attorney for the claimant named in the foregoing Notice, that I have read said Notice, know the contents thereof, and the same is true as I verily believe.

Warren G. Lesseg

Subscribed and sworn to before me this 25th day of January, 1951.

Gladys Knips
Notary Public for Oregon
My Commission Expires 10-17-54

(Notarial Seal)

Contract # 3115
Snider Creek -
Junction Section of
Sams Valley Secondary
Highway

Endorsed:
File No. 3259
FILED JAN. 26, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN 30 1951
FOR FILING

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3115

no liens

January 29, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Mr. Newbry:

We acknowledge with thanks your letter of January 26 to which was attached three copies of a claim filed with your office by Valley Center Oil Company in the sum of $295.17 against Walter Berndt Construction Company for merchandise furnished on State Highway Contract 3115, your file No. 3260.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

1-29-51

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 26, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Warren G. Lesseg, attorney, Medford, and filed as of this date a notice of claim by Valley Center Oil Co. for merchandise furnished in the sum of $295.17, against the bond taken from Berndt Construction Company, principal, and Continental Casualty Company, surety, for the work of construction, repair and maintenance performed between on or about August 22, 1949, and on or about September 16, 1949, upon the Sams Valley Highway in Jackson County Oregon, which job was commenced in 1949 and was accepted by the State of Oregon on July 26, 1950, Contract #3115, our file #3260/

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

NOTED ON CARD
1-26-51

January 29, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Valley Center Oil Company against Walter Berndt Construction Company in connection with State Highway Contract 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. This claim is in the sum of $295.17 and is for gas, oil and merchandise furnished the contractor.

This information is provided as the Continental Casualty Company appears as surety on the bond provided in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md
Attach.

cc - Mr. Parker M. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Mr. George F. Douglas
c/o Walter Berndt Construction Co.

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

1-29-51

PY

NOTICE

TO THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, Valley Center Oil Co., has a claim for gasoline, oil and merchandise furnished in the sum of Two Hundred Ninety-five and 17/100 Dollars ($295.17) against the bond taken from Walter A. Berndt, doing business as Berndt Construction Company, as principal, and the Continental Casualty Company, a corporation, as surety, for the work of construction, repair and maintenance performed between on or about August 22, 1949, and on or about September 16, 1949, upon the Sams Valley Highway in Jackson County, Oregon, which job was commenced in 1949 and was accepted by the State of Oregon on July 26, 1950.

VALLEY CENTER OIL CO.

By Ted Hornecker

STATE OF OREGON)
) ss.
County of Jackson)

I, Ted Hornecker, being first duly sworn, depose and say: that I am the owner of Valley Center Oil Co., the above named claimant, that I have read the foregoing Notice, know the contents thereof, and the same is true as I verily believe.

Ted Hornecker

Subscribed and sworn to before me this 25th day of January, 1951.

Gladys Knips,
Notary Public for Oregon
My Commission Expires 10-17-54

(Notarial Seal)

Contract # 3115
Snider Creek -
Junction Section of
Sams Valley Secondary
Highway

Endorsed:
File No. 3261
FILED JAN. 26, 1951
EARL T. NEWBRY, Secretary of State.

RECEIVED
JAN 30 1951
FOR FILING

Mrs Lewis

H852(3) 52(1)

3115

January 26, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Farrel E. West against Walter Berndt Construction Company in the sum of $1,918. This claim is for truck rental and hauling furnished the Berndt Construction Company in connection with their operations on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, State Highway Contract 3115.

This information is furnished as the Continental Casualty Company appears as surety on the bond furnished in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Mr. Geo. F. Douglas
Box 427
Vancouver, Washington

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

NOTED ON CARD.

NOTICE

TO THE STATE OF OREGON:

You are hereby notified that the undersigned, Ferrell West, has a claim for truck rental and hauling furnished in the sum of One Thousand Nine Hundred Eighteen and no/100 Dollars ($1,918.00) against the bond taken from Walter A. Berndt, doing business as Berndt Construction Company, as principal, and the Continental Casualty Company, a corporation, as surety, for the work of construction, repair and maintenance performed between on or about August 22, 1949, and on or about September 16, 1949, upon the Sams Valley Highway in Jackson County, Oregon, which job was commenced in 1949 and was accepted by the State of Oregon on July 26, 1950.

FARREL E. WEST

STATE OF OREGON)
) ss.
County of Jackson)

I, Ferrell West, after being first duly sworn, depose and say: that I am the claimant named in the foregoing Notice, that I have read said Notice, know the contents thereof, and the same is true as I verily believe.

FARREL E. WEST

Subscribed and sworn to before me this 24th day of January, 1951.

WARREN G. LESSEG
Notary Public for Oregon

(Notarial Seal)

My Commission Expires March 14, 1952.

Endorsed:
File No. 3258
FILED JAN. 25, 1951
EARL T. NEWBRY, Secretary of State.

RECEIVED
JAN 30 1951
FOR FILING

FA S 52(2) S 52(1)
3115

Mrs Lewis

January 25, 1951

6

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 25 to which was attached three copies of a claim filed with your office by Farrel E. West against Walter Berndt Construction Company in the sum of $1,918 for truck rental and hauling furnished to Mr. Berndt on the Sams Valley Highway in Jackson County, State Highway Contract No. 3115.

This claim bears your file No. 3258.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

1-26-51

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 25, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Warren G. Lesseg, Brophy Bldg. Medford, and filed as of this date a notice of claim by Ferrell West equipment furnished in the sum of $1,918.00 against the bond taken from Berndt Construction Company, Principal and Continental Casualty Company, surety for the work of construction, repair and maintenance performed upon the Sams Valley Highway in Jackson County, Oregon, our file No. 3258.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt o the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

REFERRED TO
Query
BY SECRETARY
prepare usual letters

RECEIVED
JAN 26 1951
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
1-26-51g

RECEIVED
JAN 22 1951
FOR FILING

7a 852(2) 852(1)
3115

Mrs Lewis

January 19, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of January 17 to which was attached three copies of a claim filed with your office by the Crater Lake Machinery Company against Walter Berndt Construction Company.

This claim is in the sum of $1,519.59 for materials furnished the contractor in connection with his operations on State Highway Contract No. 3115, your file No. 3253.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 1/18

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 17, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a Notice of Claim by Crater Lake Machinery Co., an Oregon corporation, for materials furnished in the sum of $1519.59, against the bond taken from Walter Berndt Construction Company as principal and Continental Casualty Company as surety, for the work of grading and surfacing the Snider Creek-Crater Lake Junction section of the Sams Valley Secondary Highway in Jackson County, Oregon.
State Highway Contract No. 3115. Our File No. 3253.

We are enclosing three copies of the claim for your information and files.

Please acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

N:Fb
Enc

Mrs Lewis

January 19, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim received from the Secretary of State which has been filed against Walter Bernit Construction Company by the Crater Lake Machinery Company. This claim is in the sum of $1,519.59 for materials furnished the contractor in connection with his operations on State Highway Contract No. 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is furnished as the Continental Casualty Company appears as surety on the bond provided with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 1/18
Attach.

cc - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Warner H. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Mr. Walter Bernit
P. O. Box 427
Vancouver, Washington

Mr. Geo. F. Douglas
P. O. Box 427
Vancouver, Washington

TO STATE OF OREGON:

Notice is hereby given that the undersigned Crater Lake Machinery Co., an Oregon corporation, has a claim for materials furnished in the sum of $1519.59 against the bond taken from Walter Berndt Construction Company as principal and Continental Casualty Company as surety, for the work of grading and surfacing the Snider Creek-Crater Lake Junction section of the Sams Valley Secondary Highway in Jackson County, Oregon, under State Highway Contract No. 3115.

CRATER LAKE MACHINERY CO.

BY STANLEY MILLER
President

Endorsed:
File No. 3253
FILED JAN 17 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN 22 1951
FOR FILING

7a8 52(2) 52(1)

3115

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19, 1951

SUBJECT:

NOTED
H. B. GLAISYER

NOTED
F. QUERY

To: Mr. J. M. Devers, Chief Counsel
Legal Department
O-f-f-i-c-e

Re: Walter Berndt Construction Co.
Contract #3115

Dear Mr. Devers:

The enclosed notices of Garnishment and copy of Execution, in the case of L. J. McDonald vs. Walter Berndt dba Walter Berndt Construction Company, were retained in our files through misunderstanding.

We are holding in our office a warrant in the amount of $10,187.16 which is in payment of the semi-final estimate on the above contract. In addition we are holding the final voucher in the amount of $6,544.75. This voucher will be sent to the Secretary of State for issuance of a warrant when so directed by Mr. Glaisyer.

The total amount unpaid on this contract is $16,731.91.

Very truly yours,

DB

D. B. Taylor
Ledgers Supervisor
Accounting Division

cc. H. B. Glaisyer

REFERRED TO
BY SECRETARY

RECEIVED
[illegible] 23 1951
FOR FILING

Hl 52(2) 552 (1)

3115

Mrs Lewis

January 18, 1951

Mr. K. C. Wernmark
P. O. Box 115
Central Point, Oregon

Dear Mr. Wernmark:

This is to acknowledge your letter of January 15 to which was attached copies of your claims in the amounts of $728.49 and $1,218.97 against the Central Heating Company for materials and labor furnished in connection with State Highway Contract 3328 for grading and paving the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County.

The surety on the above contract is United Pacific Insurance Company and their agent in this instance is Siegenthaler and Stevenson, Titus Building, 163 Broadway, Eugene, Oregon. As requested in your letter we are forwarding a detailed copy of the statement to the surety.

We note from your letter that you have not yet received payment from Berndt Construction Company on Contract 3115. Our records show, however, your claim has been filed with the Secretary of State thereby protecting your claim for a period longer than six months following completion and acceptance of the job. Semi-final and final payments on Contract 3115 are being withheld by the Commission until we have evidence that the claims have been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

1-18-51 gk

RECEIVED
[illegible] 1951
FOR FILING
[illegible](2) 5[illegible](1)

K. C. WERNMARK CONTRACTOR

140 Eighth Street North
Central Point, Oregon
January 15, 1951

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Inclosed are copies of claims filed with the Secretary of State. Also inclosed are copies which we would appreciate your forwarding to the bonding company which represents Central Heating Company of Eugene as we do not know their name or address. At your convenience we would appreciate receiving their name and address from your office.

Respectfully yours,

/s/ K. C. Wernmark
K. C. Wernmark

KCW:cw

P.S. For your information, the Continental Casualty Company has not settled the claims against Berndt Construction Company on the Sams Valley Highway Project #3115. It seems they are being held up in the office of Lou Reckon, Attorney, Portland, Oregon.

Letter of Jan 17-51
to Mr Glaisyer [illegible]
Filed in 15-1021
5323

RECEIVED
DEC 2? 1950
FOR FILING

71852(2)
852(1)

3115

Mrs Lewis

December 21, 1950

Hon. Earl T. Newbry
Secretary of State

Dear Mr. Newbry:

This is to acknowledge your letter of December 19 to which was attached three copies of a claim filed with your office by D-H Paving Company and Austin B. McCoy against Walter Bermit Construction Company. This claim is in the sum of $26,091.67 for work, labor performed and materials furnished in connection with the grading and surfacing of the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, State Highway Contract No. 3115.

This claim bears your file No. 3250.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md

NOTED ON CARD
[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

3115

Dec. 19, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Stephen W. Matthieu, Portland, and filed as of this date a notice of claim by D-H Paving Co., and Austin B. McCoy for work and labor performed and materials furnished in the sum of $26,091.67, against the bond taken from Walter Berndt Construction Co., principal and the Continental Casualty Company, surety, for construction of the Sams Valley Highway, Contract No. 3115, County of Jackson, our file No. 3250.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

NF:M
Enc.

[illegible]

RECEIVED
DEC 20 1950
OREGON
STATE HIGHWAY COMMISSION

Mrs Lewis

December 21, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by the D-H Paving Company and Austin B. McCoy against Walter Berndt Construction Company. This claim, in the sum of $26,091.67, is for labor, work performed and materials furnished by D-H Paving Company on the grading and surfacing of the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, State Highway Contract No. 3115.

This information is provided as the Continental Casualty Company appears as surety on the bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
Box 427
Vancouver, Washington

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Mr. Warner H. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Mrs Lewis

December 21, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by the D-H Paving Company and Austin B. McCoy against Walter Berndt Construction Company. This claim, in the sum of $26,091.67, is for labor, work performed and materials furnished by D-H Paving Company on the grading and surfacing of the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, State Highway Contract No. 3115.

This information is provided as the Continental Casualty Company appears as surety on the bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Parker N. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
Box 427
Vancouver, Washington

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

C L A I M

TO: The State of Oregon and the State Highway Commission thereof

NOTICE IS HEREBY GIVEN that the undersigned, D-H PAVING CO., a Washington corporation, and AUSTIN B. McCOY have a claim against WALTER BERNDT, doing business as WALTER BERNDT CONSTRUCTION CO., and CONTINENTAL CASUALTY COMPANY, a corporation, his surety, for labor and work performed and materials furnished by the said D-H Paving Co., in connection with the construction of the Sams Valley Highway, Contract No. 3115, in County of Jackson, State of Oregon, which contract was entered into on or about March 25, 194[illegible].

That said claim is in the sum of $[illegible]6,091.67 on which no payment has been made. That on June [illegible], 195[illegible], the undersigned D-H Paving Co., assigned the $[illegible] then due on this claim to Austin B. McCoy and prior to the filing hereof, assigned him the balance thereof, / all for a valuable consideration. who is demanding payment from Walter Berndt and his surety.

Dated this 19th day of December, 195[illegible].

D-H PAVING CO., a Washington corporation.

By [illegible]
President

AUSTIN B. McCOY
Austin B. McCoy

ENDORSED
File No. [illegible]
Filed, December 19, 19[illegible]
EARL T. [illegible], Secretary of State

FORM E-125X 5M 6-48

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

3115

December 21, 1950

Mr. Stephen W. Matthieu
308 Pacific Building
Portland, Oregon

Query

NOTED
F. QUERY

Dear Mr. Matthieu:

I acknowledge receipt of the copy of the claim made by D.- H Paving Co. and Austin B. McCoy against the Berndt Construction Company and the Continental Casualty Company.

I have advised the Secretary of the presence of such claim and the notice filed, and I hope shortly to get this matter before the court under a declaratory judgment proceeding.

With kind regards, I am

Yours very truly,

J. M. DEVERS

JMD:jk
cc :H.B.Glaisyer
Secretary to the
Oregon State Highway Comm.

[illegible]

RECEIVED
[illegible] 1951
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

7A 852(2)
852(1)
3115

December 21, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by the D-H Paving Company and Austin B. McCoy against Walter Berndt Construction Company. This claim, in the sum of $26,091.67, is for labor, work performed and materials furnished by D-H Paving Company on the grading and surfacing of the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, State Highway Contract No. 3115.

This information is provided as the Continental Casualty Company appears as surety on the bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

HBGlaisyer

Secretary

FAQ:md
Attach.

cc - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
Box 427
Vancouver, Washington

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Mr. Warner M. Bruse
1411 Fourth Avenue Building
Seattle, Washington

CLAIM

TO: The State of Oregon and the State Highway Commission thereof

NOTICE IS HEREBY GIVEN that the undersigned, D-H PAVING CO., A Washington corporation, and AUSTIN B. McCOY have a claim against WALTER BERNDT, doing business as WALTER BERNDT CONSTRUCTION CO., and CONTINENTAL CASUALTY COMPANY, a corporation, his surety, for labor and work performed and materials furnished by the said D-H Paving Co., in connection with the construction of the Sams Valley Highway, Contract No. 3115, in County of Jackson, State of Oregon, which contract was entered into on or about March 25, 1949.

That said claim is in the sum of $26,091.67 on which no payment has been made. That on June 29, 1950, the undersigned D-H Paving Co., assigned the $22,315.38 then due on this claim to Austin B. McCoy and prior to the filing hereof, assigned him the balance thereof, all for valuable consideration. We are demanding payment from Walter Berndt and his surety.

Dated this 19th day of December, 1950.

D-H PAVING CO., a Washington corporation.

By Bob Dorman
President

AUSTIN B. McCOY
Austin B. McCoy

ENDORSED
File No. 3250
Filed, December 19, 1950
EARL T. NEWBRY, Secretary of State

Ist M-12-~~21~~-50

Mr. Geo. F. Douglas
~~Box 427~~
~~Vancouver, Washington~~

~~Gone~~

~~5179 Crater La~~
Rv Medford, Ore

Not Here — M

This is the
only address
we have
FQ

FORM E-196

RECEIVED
DEC 19 1950
FOR FILING
7a852(2) [illegible]
3115

December 18, 1950

Husband, Fort & Johnson
Attorneys at Law
Washburne Building
72 West Broadway
Eugene, Oregon

Attention: Mr. Donald R. Husband

Gentlemen:

This is to acknowledge your letter of December 12 concerning the status of Del R. Beebe Construction Company's claim against Walter Berndt Construction Company on State Highway Contract 3115.

We have a record of such a claim in the amount of $858.00 which was filed with the Secretary of State by yourselves. This contract was completed June 20, 1950, and accepted July 26, 1950, but neither the semi-final nor the final payments have been made pending settlement of a number of claims against this contract. We do not know at this time how many of the claims have been paid by Continental Casualty Company who provided the bond for Mr. Berndt. We would suggest that you contact Mr. Parker H. Lyman, agent for the Continental Casualty Company, 409 Wilcox Building, Portland.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

HUSBAND, FORT & JOHNSON
ATTORNEYS AT LAW
WASHBURNE BUILDING
72 WEST BROADWAY
EUGENE, OREGON

December 12, 1950

Highway Commission,
,
n.

Re: Snyder-Creek-Crater Lake
Junction Section job,
Highway Contract No. 3115

emen:

s been some time since the claim was filed in the above
led matter by the Del R. Beebe Construction Co.

ld like to know the present status of this matter, and
er or not, in your judgment you feel that this matter
be taken care or, or if it will be necessary for us to
suit against the bonding company.

Very truly yours,

HUSBAND, FORT & JOHNSON,

By Donald R Husband
Donald R. Husband

mc

Del R. Beebe Construction Co.,
P.O. Box 138,
Eugene, Oregon.

Mr. Geo. F. Douglas,
Walter Berndt Construction Co.,
Box 427,
Vancouver, Washington.

Parker H. Lyman,
409 Wilcox Building,
Portland, Oregon.

RECEIVED
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OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 30 1951
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S52(1)

November 1, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-52(1)
Snider Creek-Rogue River Section
Sams Valley Highway

Dear Sir:

Enclosed for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Jon

Oregon Federal Aid Secondary Project No. S-52(1) WA8pr 7717

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 5, 1949, by the Oregon State Highway Commission and on behalf of the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-52(1); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $102,000.00 to $105,500.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated, and that the project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred five thousand, five hundred and 00/100 dollars ($105,500.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Clause (b) of Article III shall read:

> "(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred five thousand five hundred and 00/100 dollars ($105,500.00), which does not exceed the authorized Federal pro rata share of one hundred seventy thousand, eighty-six and 40/100 dollars ($170,086.40), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on October 19, 1950.

Attest

SECRETARY

RECOMMENDED

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By ____________________
Chairman, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

By ____________________
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By ____________________
Division Engineer
U.S. Bureau of Public Roads

Oregon Federal Aid Secondary Project No. S-52(1)

RECEIVED
1950
FOR FILING

COMMISSION
T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

FAS-52(2)
S-52(1)
3115

October 19, 1950

Industrial Parks, Inc.
1030 S. E. Water Avenue
Portland 14, Oregon

RECEIVED BY SECRETARY

[illegible] & return to me

Attention: Mr. J. J. Bullinger

Gentlemen:

Mr. Glaisyer, Secretary to the Commission, has handed me a copy of your letter addressed to the Oregon State Highway Commission and directed to the attention of Mr. Glaisyer under date of October 11.

The subject of your letter is a claim against Walter Berndt or the Continental Casualty Company, which claim it appears developed in some way out of a contract or in connection with a contract between the Walter Berndt Construction Company and the Highway Commission.

It appears that your claim is for parts furnished the contractor for use in the performance of his contract with the State, and in your letter you quote an opinion given by Mr. Lou Recken, a Portland attorney. In that opinion Mr. Recken points out that the parts furnished were evidently incorporated in or attached to the contractor's equipment, and when the job was completed and the equipment moved to another job the parts which you furnished went to the other job.

I believe that Mr. Recken has correctly stated the law with respect to claims against a highway contractor. Our statute definitely says that every public contract "shall contain a condition that the contractor shall promptly as due make payment to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract * *." You will note that this refers to labor and materials, and I do not believe that parts can be considered as materials, so I am inclined to agree with Mr. Recken.

Yours very truly,

J. M. DEVERS

JMD:AWP
cc Mr. H. B. Glaisyer ✓

NOTED
H. B. GLAISYER

NOTED
F. QUERY

Files

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3115

October 16, 1950

Industrial Parts, Inc.
1030 S. E. Water Avenue
Portland 14, Oregon

Attention: J. J. Bullinger, Credit Manager

Gentlemen:

In your letter of October 11, 1950, which I received on Friday of last week, October 13, you requested information concerning State Highway Contract No. 3115, awarded to Walter Berndt Construction Company for construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

Inasmuch as your inquiry involves interpretation of the statute, I am referring it to the Highway Commission's Chief Counsel, J. M. Devers, for his advice. No doubt you will hear from Mr. Devers shortly.

On the second page of your letter you inquire whether or not final payment has been released in connection with this job. The answer is No. We are withholding further payments pending settlement of the claims which are on file in this office. You also inquire as to the amount of the claims. Those on file in the State Highway offices aggregate the sum of approximately $40,787.86.

Respectfully yours,

NOTED
F. QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/Dm

noted,
gl

cc - J. M. Devers

Mr. Devers: Attached is a copy of the letter received from Industrial Parts, Inc.; also a copy of their letter to the Secretary of State. I will appreciate it if you will give me a copy of your reply. Thanks a lot.

HBG

INDUSTRIAL PARTS, INC.

TRACTOR IPI PARTS

1030 SOUTHEAST WATER AVENUE
PORTLAND 14, OREGON

October 11, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Subject: Central Point, Oregon operation of Walter Berndt Construction Company, sometimes known as Medford Job. Secretary of State File #3208. Continental Casualty Company, Surety.

Reference is made to your letter of March 23rd in reply to our letter of March 20th, wherein inquiry was made relative to an indebtedness of Walter Berndt Construction Company to us in the amount of $429.00.

At your suggestion, we also filed our claim with the Secretary of State as of March 24th which has been acknowledged and filed as a public record by the Secretary of State.

No payment has been received from either Walter Berndt or the Continental Casualty Company, the Surety, at this writing. The writer upon inquiry to the local office of the Continental Casualty Company, as to why our claim remains unpaid, was referred to its legal representative, Mr. Lou Recken, Attorney, Public Service Bldg., whom, I quote, made a statement as follows: "There is a technical point in our preferance claim as to whether or not our particular parts were consumed on the particular job at Central Point. If the parts were not entirely consumed on the job and if after a period of time the contractor, Walter Berndt, had transferred these particular parts to another job or sold the equipment to which these parts were attached, our claim against the Casualty Company as Surety, is automatically revoked and we are then in the line of a general creditor of Walter Berndt personally."

A careful persual of Section 98-201 as to "Public Contracts: Labor and Materials" does not disclose this pre-requisite before liability for materials on this particular job can be subrogated to the Surety, Continental Casualty Company.

Would you be good enough to advise us as to the correctness or incorrectness of this statement also:

Copied for:
J M Devers

ACKNOWLEDGED
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

October 11, 1950

Attn: H. B. Glaisyer, Secretary

Has the 15% retention been paid to the Continental Casualty Company or is it held in abeyance to the settlement of any and all claims vs. Walter Berndt? no

The amount of claims vs. Walter Berndt on this job and how much is available to creditors? ?

We were under the impression that after filing our claim on this particular job with the Secretary of State, we were then placed on a preference list and did not press our claim any further. Are we?

Your immediate reply will be appreciated.

Very truly yours,

INDUSTRIAL PARTS, INC.

By J. J. Bullinger
J. J. Bullinger
Credit Manager

JJB:b

cc: P. H. Lyman, Mgr.
Continental Casualty Co.
409 Wilcox Bldg.
Portland, Oregon

L. A. Recken, Atty.
Public Service Bldg.
Portland, Oregon

Secretary of State
Salem, Oregon

October 12, 1950

Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Reference: Performance Bond - Continental Casualty Company, Surety for Walter Berndt dba Berndt Construction Company at Central Point, Oregon, sometimes known as Medford Job, your file Number 3208.

The enclosed copy letter is in relation to this particular State Highway Job. Would you be good enough to give the writer a correct interpretation of Oregon Law Section 98-201, with a point in question as to whether or not it must be proven by the vendor that the material was consumed on the Job.

Your immediate reply will be appreciated.

Very truly yours,

INDUSTRIAL PARTS, INC.

By
J. J. Bullinger
Credit Manager

JJB:b
cc: Oregon State Highway Commission
Salem, Oregon

Copied for:
J Mathews

COPY

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1 8 1950
FOR FILING

71852(2) 52-(1)

October 16, 1950

Ref. your file #864

Hugh B. Collins, Attorney at Law
One Goldy Building
Medford, Oregon

Dear Mr. Collins:

I have just received your letter of October 13 relative to filing an affidavit to secure certified copies of Contract No. 3115, awarded to Walter Berndt Construction Company.

In replying I will say that there was nothing in your first letter to indicate your connection with the bonding company, so we requested an affidavit pursuant to requirements of law. Inasmuch as you are attorney-in-fact for the bonding company it will not be necessary to furnish such affidavit.

Thanking you for your letter, I remain

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

HUGH B. COLLINS
ATTORNEY AT LAW

TELEPHONE 2-9034

ONE GOLDY BUILDING
MEDFORD, OREGON

October 13, 1950

IN REPLYING, REFER TO: 864

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

Thank you for your letter of October 11, 1950, advising me that you were forwarding two certified copies of contract 3115 and an accompanying bond, and requesting that I forward you an affidavit.

My connection with the project is as attorney for Continental Casualty Company, the surety on the bond. Due to some mix-up the Company did not have a copy of the contract and undertaking available for me and when I asked Mr. Berndt to let me have his copy he reported himself unable to find them. Since Chapter 324 Oregon Laws 1945 has only to do with affidavits for laborers and materialmen in support of their application for a copy of the contract and bond, I am a bit puzzled just what I should include in an affidavit to be prepared for you by me, but will be glad to prepare any type of affidavit you may desire if you let me know what you would like to have included herein.

Thank you very much for your cooperation in this matter.

Very truly yours,

Hugh B. Collins
HUGH B. COLLINS

HBC:lw

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3115

October 11, 1950

Mr. Hugh B. Collins
Attorney at Law
One Goldy Building
Medford, Oregon

Dear Mr. Collins:

As requested in your letter of October 9 we are forwarding under separate cover two certified copies of Contract 3115 and the bond furnished therewith.

The law requires that an affidavit be furnished by the party requesting a copy of a contract. We are sending these copies to you as a matter of courtesy and would very much appreciate receiving the affidavit of claim as soon as possible.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

HUGH B. COLLINS
ATTORNEY AT LAW

TELEPHONE 2-9034

ONE GOLDY BUILDING
MEDFORD, OREGON

October 9, 1950

IN REPLYING, REFER TO: 864

State Highway Commission
Salem, Oregon

Re: Contract No. 3115
Date of award: March 25, 1949
Contractor: Walter Berndt
Highway: Sams Valley Secondary

Gentlemen:

Please send me two certified copies of the above contract and a company bond together with your statement therefor.

Please advise on what date the completed job was accepted by affirmative action of the State Highway Commission.

Very truly yours,

HUGH B. COLLINS

HBC:lw

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71852(2)
852(1)
3115

3//

Mrs Lewis

October 3, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter dated September 28 from the J. W. Copeland Yards, 119-135 S. E. Main Street, Portland 14, that E. G. Wernmark owes them the sum of $251.76 for lumber and other materials furnished on State Highway Contract 3115. It appears that Mr. Wernmark acted as a sub-contractor under Walter Berndt Construction Company in connection with his operations on State Highway Contract No. 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
cc - Mr. Warner H. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
c/o Walter Berndt Construction Co.

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

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FOR FILING

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3115

3115 -

Mrs Lewis

October 3, 1950

J. W. Copeland Yards
119-135 S. E. Main Street
Portland 14, Oregon

Attention: Mr. D. E. Graham

Gentlemen:

Your letter of September 28 addressed to the Secretary of State has been referred to this office for reply. In your letter you state that K. C. Wernmark owes you the sum of $251.76 for materials furnished for use on State highway Contract No. 3115, the general contractor being Walter Berndt Construction Company. This contract was completed June 20, 1950, and accepted by the Commission on July 26, 1950. Neither the semi-final nor the final payment has yet been made.

The Continental Casualty Company whose agent in this instance is Parker H. Lyman 409 Wilcox Building, Portland 4, furnished the performance bond with this contract which assures not only completion of the work but also payment of bills incurred in connection with the contract.

Your claim as received in this office will be noted in our records and we will advise the contractor and the surety of its receipt.

If you wish to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the procedure in preparing such a filing.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 29, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

There is enclosed for your attention, a letter received from the J. W. Copeland Yards relative to material furnished in connection with State Highway Contract 3115.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

VED

NOTED ON C

[illegible]

J.W. COPELAND YARDS

General Offices:
119-135 S. E. MAIN STREET
PORTLAND 14, OREGON

Sept. 28, 1950

Mr. Earl T. Newbry,
Secretary of State,
Salem, Oregon.

Dear Sir:

Please be advised that we have an unpaid account in the principal amount of $251.76 against K. C. Wernmark for lumber and other materials furnished to Mr. Wernmark for use on Oregon State Contract #3115, Snyder Creek to Crater Lake Highway road construction on Highway #234 in Jackson County, Oregon. The general contractor was Walter Berndt Construction Company, Box 427, Vancouver, Washington.

We will appreciate it very much if you will advise us regarding the status of the above mentioned contract.

Yours very truly,

J. W. COPELAND YARDS

BY Graham

DEG:dp

SECRETARY OF STATE
RECEIVED
SEP 29 1950
EARL T. NEWBRY

Referred to State Highway Commission.

J.W. COPELAND YARDS

General Offices:
119-135 S. E. MAIN STREET
PORTLAND 14, OREGON

Sept. 28, 1950

Mr. Earl T. Newbry,
Secretary of State,
Salem, Oregon.

Dear Sir:

Please be advised that we have an unpaid account in the principal amount of $251.76 against K. C. Wernmark for lumber and other materials furnished to Mr. Wernmark for use on Oregon State Contract #3115, Snyder Creek to Crater Lake Highway road construction on Highway #234 in Jackson County, Oregon. The general contractor was Walter Berndt Construction Company, Box 427, Vancouver, Washington.

We will appreciate it very much if you will advise us regarding the status of the above mentioned contract.

Yours very truly,

J. W. COPELAND YARDS

BY D E Graham

DEG:dp

SECRETARY OF STATE
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SEP 29 1950
EARL T. NEWBRY

Referred to State Highway Commission.

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3115

R. H. Baldock

October 2nd, 1950

FINAL COST ANALYSIS

Contract #3115 Snider Creek-Crater Lake Jct. Contractor - Walter Berndt
Prefix 115-1017 F.A. S-52(1) S-52(2) Resident Engineer - Walter Merrill
Grading and Oil Mat Surfacing

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing		All	$	$	$9,850.00	$16,500.00
Trench Excavation	1,708.3	Cu. Yd.	1.00	1.82	3,109.11	1,708.30
General Excavation	134,670.2	" "	0.30	0.294	39,707.66	40,401.06
Short Overhaul	275,880.1	Yd. Sta.	0.02	0.02	5,517.60	5,517.60
Long Overhaul	2,228.1	C-Yd. Sta.	0.40	0.38	846.68	891.24
Finish R/B & Slopes	6.33	Mile	150.00	225.00	1,424.25	949.50
Rounding Cutbanks	7,350	Lin. Ft.	0.20	0.23	1,690.50	1,470.00
*42" Corr. Metal Pipe	54	" "	10.00	12.08	652.58	540.00
* 6" Concrete Drain Pipe	155	" "	1.00	0.86	133.30	155.00
* 8" Conc. Perf. Drain Pipe	75	" "	1.00	1.17	87.75	75.00
*18" Conc. Culvert Pipe	2,298	" "	3.00	2.75	6,319.50	6,894.00
*24" " " "	369	" "	4.25	3.71	1,368.99	1,660.50
*36" " " "	261	" "	9.00	7.65	1,996.65	2,349.00
*42" " " "	60	" "	11.00	10.13	607.80	660.00
*18" Conc. Siphon Pipe	102	" "	3.00	2.87	292.74	306.00
Rock or Gravel Backfill	25	Cu. Yd.	3.00	2.85	71.25	75.00
*Class "A" Concrete	343.32	" "	50.00	43.51	14,937.85	17,166.50
*Metal Reinforcement	31,596	Lb.	0.12	0.094	2,970.02	3,791.52
Selected R/B Topping	72,146	Cu. Yd.	0.50	0.484	34,911.49	36,073.00
Hauling " "	256,320	Yd. Mi.	0.10	0.155	39,729.60	25,632.00
3/4"-0" Gravel in Level Course	5,991	Cu. Yd.	1.50	2.14	12,820.74	8,986.50
**Sprinkling	1,583.14	M-Gal.	2.00	2.25	3,562.07	3,166.28
**Preparation of Base	6.4	Mile	150.00	67.93	425.70	960.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Furn. & Place Aggregate	4,191	Cu. Yd.	$1.50	$2.85	$11,944.35	$6,286.50
**Furn. & Place 151-200 Asphalt	337.72	Ton	40.00	36.05	12,174.81	13,508.80
**Furn. & Place RC-3 in Binder	119.8	"	42.00	38.05	4,556.74	5,031.60
3/4"-½" Cr. Gravel in SP	1,989.5	Cu. Yd.	1.50	1.49	2,964.36	2,984.25
½"-¼" " " " "	1,245.9	" "	1.50	1.49	1,856.39	1,868.85
¼"-0" " " " "	550	" "	1.50	1.49	819.50	825.00
PA #1, New Galv. 2" Water Pipe	315	Lin. Ft.	1.00	0.90	283.50	315.00
PA #1, Old " 2" " "	225	" "	0.80	0.65	146.25	180.00
PA #1, Trench Excavation	34.7	Cu. Yd.	1.00	1.82	63.15	34.70
*PA #2, Class "A" Concrete	6	" "	50.00	43.51	261.06	300.00
*PA #2, 3/4" x 12" Bolts	10	Each	0.40	0.40	4.00	4.00
*PA #2, Lumber	.3	M-FBM	175.00	155.00	46.50	52.50
*PA #3, Lumber in Cattle Guard	2.19	"	215.00	185.50	406.25	470.85
PA #4, Embankment in Place	719.2	Cu. Yd.	0.30	0.45	323.64	215.76
PA #4, Riprap, Truck Measure	1,186	" "	1.50	1.25	1,482.50	1,779.00
PA #4, Hauling Riprap	2,965	Yd. Mi.	0.15	0.20	595.76	444.75
PA #5, Screen Reject in SP	3,405.4	Cu. Yd.	0.25	0.25	851.35	851.35
PA #5, Hauling Screen Reject	45.2	Yd. Mi.	0.12	0.12	5.42	5.42
PA #6, Cement Adj. in Favor of State	18.25	Bbl.	4.01	4.01	73.18	73.18
**PA #7, Purchase Excess RC-3 in Bbls.	5.54	Ton	25.94	25.94	143.71	143.71
PA #8, 1¼"-3/4" Gravel in SP	259.7	Cu. Yd.	1.50	1.49	386.95	389.55
SP Haul, Favor of State	739.2	Yd. Mi.	0.10			- 73.92
SP Rejects on Road	506	Cu. Yd.	0.25	0.25	126.50	126.50
SP Hauling Rejects on Road	743	Yd. Mi.	0.12	0.12	89.16	89.16
					222,638.86	211,807.11

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
					$222,638.86	$211,807.11
¼"-0" Rejects Sold to City of Eagle Point, Inc. Haul	300	Cu. Yd.	$1.50	$0.85	254.76	450.00
Scalping Rejects Sold to City of Eagle Point, Inc. Haul	1,500	"	1.00	0.68	1,019.14	1,500.00
					$223,912.66	$213,757.11

	Gross Revenue	Total Cost	Profit	Loss	Total Loss	% Profit	% Loss
Walter Berndt	$159,194.08	$177,007.86		$17,813.78			11.2%
*K. Wernmark	27,637.42	23,445.37	$4,192.05			15.0%	
**D & H Paving Co.	26,925.61	23,459.43	3,466.18			12.8%	
	$213,757.11	$223,912.66	$7,658.23	$17,813.78	$10,155.55		4.7%

* Work done by K. Wernmark.

** Work done by D & H Paving Co. Also, part of Sprinkling.

Snider Creek-Crater Lake Junction
Contract #3115

Detail of Cost

Labor:				
Supervision			$4,950.00	
Labor			70,569.70	
Labor Insurance			5,665.48	
				$81,205.18
Materials:				
Redi-Mix Concrete	349.32 Cu. Yd.	at $16.55	$5,781.25	
Metal Reinforcement			2,211.72	
Cement			68.00	
42" Corr. Metal Pipe & Bands			522.81	
6" Conc. Drain Pipe	155 Lin. Ft.	at $0.32	49.60	
8" Perf. Drain Pipe	75 " "	" 0.60	45.00	
18" Conc. Culvert Pipe	2,298 " "	" 1.65	3,791.70	
24" " " "	369 " "	" 2.35	867.15	
36" " " "	261 " "	" 5.10	1,331.10	
42" " " "	60 " "	" 7.00	420.00	
18" Conc. Siphon Pipe	102 " "	" 1.75	178.50	
151-200 Asphalt	337.72 Ton	" 14.50	4,896.94	
RC-3 Asphalt	125.34 "	" 17.00	2,130.78	
Freight on Asphalt	463.06 "	" 8.94	4,139.76	
				26,434.31
Equipment Rental & Misc. Supplies:				
Equipment Rental, Owned			$57,481.28	
" " , Hired Fully-operated			21,312.34	
Gas, Oil and Grease			12,192.50	
Bond			1,318.12	
P.U.C.			129.46	
P.L. and P.D. Insurance			742.71	
Move In, Freight & Cartage			4,548.09	
Explosives			175.00	
Home Office & Overhead			6,800.63	
Misc. Supplies			3,236.54	
Lumber			2,050.00	
Paid to D & H Paving Co., Placing Aggregate			6,286.50	
				116,273.17
Total Cost...........................				$223,912.66

Snider Creek-Crater Lake Junction
Contract #3115

Detail of Cost
Walter Berndt

Labor:

Supervision	$4,500.00	
Labor	58,798.77	
Labor Insurance	4,747.41	
		$68,046.18

Materials:

42" Corr. Metal Pipe	54	Lin. Ft. at	$9.19	$496.26	
42" Corr. Metal Bands	3	"	8.85	26.55	
6" Conc. Drain Pipe	155	Lin. Ft. "	0.32	49.60	
8" Conc. Perf. Drain	75	" " "	0.60	45.00	
18" Conc. Culvert Pipe	2,298	" " "	1.65	3,791.70	
24" " " "	369	" " "	2.35	867.15	
36" " " "	261	" " "	5.10	1,331.10	
42" " " "	60	" " "	7.00	420.00	
18" Conc. Siphon Pipe	102	" " "	1.75	178.50	
					7,205.86

Equipment Rentals & Misc. Supplies:

Equipment Rental, Owned	$51,379.04	
" " , Hired, Fully-operated	21,312.34	
Gas, Oil & Grease	9,689.28	
Move In, Freight & Cartage	3,745.50	
Bond	951.93	
P.L. & P.D. Insurance	636.77	
P.U.C.	129.46	
Explosives	175.00	
Home Office & Overhead	5,000.00	
Misc. Supplies	2,450.00	
Paid Out to D & H Paving Co.	6,286.50	
		101,755.82

Total Cost $177,007.86

Snider Creek-Crater Lake Junction
Contract #3115

K. Vernmark

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Class "A" Concrete	343.32	Cu. Yd.	$50.00	$43.51	$14,937.85	$17,166.50
Metal Reinforcements	31,596	Lb.	0.12	0.094	2,970.02	3,791.52
PA #2, Class "A" Concrete	6	Cu. Yd.	50.00	43.51	261.06	300.00
3/4" x 12" Bolts	10	Each	0.40	0.40	4.00	4.00
Lumber	.30	M-FBM	175.00	155.00	46.50	52.50
PA #3, Lumber in Cattle Guard	2.19	"	215.00	185.50	406.24	470.85
Placing 6" Conc. Drain Pipe	155	L.F.	0.65	0.54	84.22	100.75
" 8" Perf. " "	75	"	0.30	0.57	42.75	22.50
" 18" Conc. Culv. Pipe	2,298	"	1.35	1.10	2,573.76	3,102.30
" 24" " " "	369	"	1.90	1.36	500.34	701.10
" 36" " " "	261	"	3.90	2.55	665.55	1,017.90
" 42" " " "	60	"	4.00	3.13	187.90	240.00
" 18" " Siphon Pipe	102	"	1.25	1.12	112.60	127.50
" 42" Corr. Metal Pipe	54	"	10.00	12.08	652.58	540.00
					$23,445.37	$27,637.42

Snider Creek-Crater Lake Junction
Contract #3115

Detail of Cost
K. Wernmark

Labor:

Labor			$6,472.63	
Labor Insurance			485.45	
				$6,958.08

Materials:

Redi-Mix Concrete	349.32	Cu. Yd. at	$16.55	$5,781.25	
Metal Reinforcements	31,596	Lb. "	0.07	2,211.72	
Cement	68	Sacks "	1.00	68.00	
					8,060.97

Equipment Rentals & Misc. Supplies:

Equipment Rentals	$3,050.00	
Gas, Oil & Grease	976.50	
Lumber	2,050.00	
Misc. Supplies	786.54	
Home Office & Overhead	1,356.00	
Bond	207.28	
		8,426.32

Total Cost $23,445.37

Snider Creek-Crater Lake Junction
Contract #3115

D & H Paving Co.

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Sprinkling	227.5	M-Gal.	$2.00	$1.87	$425.70	$455.00
Preparation of Base	6.4	Mile	150.00	67.93	434.79	960.00
Place Aggregate	4,191	Cu. Yd.	1.50	1.36	5,723.68	6,286.50
Furn. & Place 151-200 Asphalt	337.72	Ton	40.00	36.05	12,174.81	13,508.80
" " " RC-3 Asphalt in Binder	119.8	"	42.00	38.05	4,556.74	5,031.60
PA #7, Purchase Excess RC-3	5.54	Bbl.	25.94	25.94	143.71	143.71
					$23,459.43	$26,925.61

Gross Revenue	$26,925.61
Total Cost	23,459.43
Net Profit	$ 3,466.18

Net Profit Equals 12.8% of Gross Revenue

Snider Creek-Crater Lake Junction
Contract #3115

Detail of Cost
D & H Paving Co.

Labor:			
Supervision		$450.00	
Labor		5,318.30	
Labor Insurance		432.62	
			$6,200.92
Materials:			
151-200 Asphalt	337.72 Ton at $14.50	$4,896.94	
RC-3 Asphalt	125.34 " " 17.00	2,130.78	
Freight on Asphalt	463.06 " " 8.94	4,139.76	
			11,167.48
Equipment Rentals & Misc. Supplies:			
Equipment Rental		$3,052.24	
Gas, Oil & Grease		1,526.72	
Bond		158.91	
P.L. & P.D. Insurance		105.94	
Overhead		444.63	
Move In, Freight & Cartage		802.59	
			6,091.03
Total Cost			$23,459.43

Remarks:

This was a Federal Aid Secondary Project to grade and oil 6.25 miles of highway roadbed on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

The project was bid March 1st, 1949, awarded March 25th, 1949, and completed June 20th, 1950.

The contractor started clearing March 11th, 1949, using two D-8 cats and clearing dozers and a crew of six men. Clearing was completed May 28th, 1949. The clearing consisted of some large oak trees, jack pines and one pear orchard, approximately 25 trees.

The grading consisted of gravel and a small quantity of solid rock, and the balance of the material was good dirt. Equipment used consisted of three D-8 cats and scrapers, one D-8 push cat, one D-8 cat and dozer on the grade and one ripper.

The grading started March 24th, 1949, and continued until July 9th, 1949, when financial difficulties arose and work stopped. Work was resumed August 8th, 1949, and completed November 19th, 1949.

Contractor started hauling topping August 15th, 1949, using one 1¼ cu. yd. P & H dragline shovel the entire time and one 3/4 cu. yd. dragline shovel part time and from 9 to 12 trucks were used in hauling. Quantities hauled and placed ranged from 720 cu. yd. to 1,015 cu. yd. per 10-hour day. This gravel bar was known as the Dodge bar, located 0.81 mile southeasterly of the highway at Station 683 (M.P. 13.32), and on the north bank of the Rogue River. The contractor had to build the haul road, install a cattle guard, a wooden bridge and concrete culvert pipe. A small profit was realized on the selected roadbed topping, but the contractor suffered a loss on the hauling of the topping.

The box culverts and the placing of the culvert pipe were subcontracted by Mr. Wernmark, who progressed very satisfactorily and realized a nice profit.

The contractor moved in his semi-portable crushing plant October 1st, 1949, started crushing material November 17th, 1949, and completed March 10th, 1950. A total of 14,227 cu. yd. of rock was crushed in 328 hours operating time, for an average of 43 cu. yd. per hour. The contractor encountered very cold weather during the winter months, which hampered the crushing operations. Also, he had low bid prices on the rock, which resulted in a loss on the crushed aggregate and the gravel in the level course.

The D & H Paving Co. subcontracted the oiling and started moving the equipment in May 15th, 1950, and completed oiling June 1st, 1950. This was a good oiling job, with no traffic interference. A nice profit was realized on the oiling by the subcontractor, as he received the bid price on the placing of aggregate. The contractor suffered the loss on the aggregate, as it cost him what he bid to produce the aggregate.

Low bid prices by the contractor and poor supervision during the latter part of the job resulted in a loss.

E. H. Clymer
Cost Analyst

By . . George Kayser

Remarks:

This was a Federal Aid Secondary Project to grade and oil 6.25 miles of highway roadbed on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

The project was bid March 1st, 1949, awarded March 25th, 1949, and completed June 20th, 1950.

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Low bid prices by the contractor and poor supervision during the latter part of the job resulted in a loss.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
[illegible]
FOR FILING

S-52(1)

September 26, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing one copy of program change and six copies of estimate as basis for modified agreement for the Snider Creek-Rogue River Section, Project No. S-52 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-52 (1)

SNIDER CREEK-ROGUE RIVER SECTION
OF THE SAMS VALLEY HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 21, 1950

Type Code 5231

Roadway (Sta. 446+05 to 703+00)

All Required		Clearing and Grubbing (80%)		$ 13,200.00
560	cu. yds.	Trench Excavation, Unclassified	$ 1.00	560.00
108,600	cu. yds.	General Excavation, Unclassified	0.30	32,580.00
168,000	yd. stas.	Short Overhaul	0.02	3,360.00
600	C-yd. stas.	Long Overhaul	0.40	240.00
6,900	lin. ft.	Rounding Cutbanks	0.20	1,380.00
4.87	miles	Finishing Roadbed and Slopes	150.00	730.50
90	lin. ft.	6" Concrete Drain Pipe	1.00	90.00
100	lin. ft.	8" Perforated Concrete Drain Pipe	1.00	100.00
1,000	lin. ft.	18" Concrete Pipe	3.00	3,000.00
390	lin. ft.	24" Concrete Pipe	4.50	1,755.00
270	lin. ft.	36" Concrete Pipe	9.00	2,430.00
66	lin. ft.	42" Concrete Pipe	11.00	726.00
50	cu. yds.	Rock or Gravel Backfill in Drains	3.00	150.00
156	cu. yds.	Class "A" Concrete	50.00	7,800.00
17,200	lbs.	Metal Reinforcement	0.12	2,064.00
58,000	cu. yds.	Selected Roadbed Topping	0.50	29,000.00
183,000	yd. mi.	Hauling Roadbed Topping	0.10	18,300.00
4,900	cu. yds.	3/4" - 0" Materials in Leveling Course and Shoulders	1.50	7,350.00
1,300	M-gal.	Sprinkling	2.00	2,600.00
4.87	miles	Preparation of Base	150.00	730.50
3,500	cu. yds.	Furnishing and Placing Aggregates	1.50	5,250.00
270	tons	Furnishing and Placing 151-200 Asphalt	40.00	10,800.00
90	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	42.00	3,780.00
			Subtotal	$147,976.00
			10% Engr. & Cont.	14,797.60
			Total	$162,773.60

Type Code X028

Structure (Sta. 516+43.46 to 516+64.54)

40	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 40.00
400	cu. yds.	General Excavation, Unclassified	0.30	120.00
100	cu. yds.	Class "A" Concrete	50.00	5,000.00
12,400	lbs.	Metal Reinforcement	0.12	1,488.00
			Subtotal	$ 6,648.00
			10% Engr. & Cont.	664.80
			Total	$ 7,312.80

Length of Roadway	4.862 miles
Length of Structure	.004 mile
Total Length	4.866 miles
Cost per mile, Roadway	$33,478.73

SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
Roadway	$162,773.60	$100,486.00	$62,287.60
Structure	7,312.80	4,514.00	2,798.80
	$170,086.40	$105,000.00	$65,086.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

①

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T M Davis
(District Engineer)

FROM: R H Baldock
(State Highway Engineer)

Sept 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) — Postwar Federal Aid Secondary Highway Program (Previous program) — July 1 1947. (Date of approval)

COUNTY Jackson — Route No. FAS 271

	Item No.	Project No.	Termini	Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
					Project Cost				
Item as Now Programed	32	S-52(1)	8.8 mi. NE. Gold Beach - to 2.1 mi. W. Crater Lake Hwy.	Survey-Plans					Gr. Drn., Br., 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	170086	102 000	68 086		
				Total	170086	102000	68 086	4866	
Requested Revision			Same	Survey-Plans					Same
				Right-of-Way					
				Construction	170086	105000	65086		
				Total	170086	105000	65086	4866	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Reason for change: Increase set up of Federal funds to more nearly represent ~~permissible~~ pro-rata share

Date Aug, 1950

By R H Baldock
(State Highway Engineer)

Recommended for Approval: ______ (District Engineer) ______ (Date)

Recommended: ______ (Division Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

U. S. GOVERNMENT PRINTING OFFICE 10—61086-1

RECEIVED
OCT 20 1950
FOR FILING
FORM [illegible]

7? & 52(2) & 52(1)

2115

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

OFFICE

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

I have just been advised that Mr. Recken as attorney for the bonding company in connection with the Walter Berndt Construction Company contract is going to request that all retained and unpaid money earned under the contract be released to the bonding company.

My advice is that such release be not made until there has been further conference.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:JK

REFERRED TO Query — [illegible]
BY SECRETARY
[illegible]

NOTED
F. QUERY

noted,
gl

RECEIVED
SEP 11 1950
FOR FILING

91 § 52(2) § 52(1)
3115

Salem, Oregon
September 11, 1950

Mr. Malcolm H. Hawke
Auditor

Attention: Mr. Carl F. Smith

Reference is made to your letter of September 7th concerning final estimate voucher for Contract No. 3115 with the Walter Berndt Construction Co.

In view of the fact that Mr. Glaisyer will check-up on the matter of payment of claims before he releases the warrant, you may accept the acceptance certificate as signed by Austin B. McCoy and as attached to the final voucher referred to, notwithstanding the deletion made therein of the paragraph which refers to the payment of claims.

The voucher and the correspondence transmitted with your letter are being returned herewith.

Very truly yours,

S. H. Probert
Office Engineer

SHP:ew

FORM E-90 25M [illegible] [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7, 1950

SUBJECT:

To:

Mr. S. H. Probert
Office Engineer

Dear Sir:

I enclose for your consideration the signed final estimate voucher on contract No. 3115 with the Walter Berndt Construction Company.

As you will note, Mr. McCoy, in signing the final release form, crossed out the certification that all claims had been paid and also accompanying the signed voucher is his letter of September 5 to the same effect.

As has been our standard practice, I am accordingly referring the voucher to you for final disposal, and in the meantime, I will continue to hold the duplicate copy here.

Very truly yours,

Carl F. Smith

Carl F. Smith
Claims Supervisor

CFS:rs
encl.

cc: H. B. Glaisyer

RECEIVED
[illegible] 1950
FOR FILING

Fnl 52 (2) S 52 (1)

3115

3115

Mr Lewis

7-1-5

September 7, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of September 5 to which was attached three copies of a claim filed with your office by Pacific Logging and Mill Supply Company against Walter Berndt Construction Company. This claim is in the amount of $192.21 for explosives and wire rope furnished the contractor in connection with his operations on State Highway Contract 3115, being the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This claim bears your file No. 3225.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

9-7-50

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 5, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from L. E. Haynes, Co-owner and filed as of this date a notice of claim by Pacific Logging & Mill Supply Co. for work of grading and surfacing furnished in the sum of $192.21, against the bond taken from Walter Berndt Construction Co. principal and the Continental Casualty Co. Surety, for work on the Sam Valley Secondary Highway in Jackson County, our file No. 3225, state highway contract No. 3225. 3115

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
SEP 7 1950
OREGON
STATE HIGHWAY COMMISSION

9-7-50

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FORM E-30 25M 5-50 40000

3115

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

7a l 52(2) 552(1)

3115

Salem, Oregon
September 7, 1950

SUBJECT:

To: Mr. S. H. Probert
Office Engineer

Dear Sir:

I enclose for your consideration the signed final estimate voucher on contract No. 3115 with the Walter Berndt Construction Company.

As you will note, Mr. McCoy, in signing the final release form, crossed out the certification that all claims had been paid and also accompanying the signed voucher is his letter of September 5 to the same effect.

As has been our standard practice, I am accordingly referring the voucher to you for final disposal, and in the meantime, I will continue to hold the duplicate copy here.

Very truly yours,

Carl F. Smith
Carl F. Smith
Claims Supervisor

CFS:rs
encl.

cc: H. B. Glaisyer

NOTED
H. B. GLAISYER

NOTED
F. QUERY

~~RE~~CEIVED
... 1 1950
FOR FILING

7a(52(2) 52(1)

3115

Mrs Lewis

September 7, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Pacific Logging and Mill Supply Company, Post Office Box 323, Grants Pass, Oregon, against Walter Bernit Construction Company. This claim is in the sum of $192.21 for explosives and wire rope furnished the contractor in connection with the grading and surfacing of the State Highway Contract No. 3115, being the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract No. 3115.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FI:mal
Attach.
cc - Mr. Warner H. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
c/o Walter Bernit Construction Co.

Walter Bernit Construction Co.
Box 427
Vancouver, Washington

MAILED
9-7-50

L. E. Haynes - R. A. Reed
Owners

Telephones: 2309
4071

PACIFIC LOGGING & MILL SUPPLY CO.
Serving the Lumbering Industry

P. O. Box 323

GRANTS PASS, OREGON

Sept. 1, 1950

Secretary of State
Salem, Ore.

Dear Sir:

Notice hereby is given that the undersigned Pacific Logging & Mill Supply Co. has a claim for Explosives and Wire Rope in the sum of $192.21 against the bond of Walter Berndt Construction Co. taken from Continental Casualty Co., Parker E. Lyman, Agent, 409 Wilcox Bldg., Portland 4, Ore., for the work of grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, State Highway Contract No. 3115.

Yours very truly,

Pacific Logging & Mill Supply Co.

L. E. HAYNES

L. E. Haynes, Co-owner

ENDORSED
File No. 3225
Filed September 5, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
AUG 31 1950
FOR FILING

Hal 52(2) 52(1)

3115

3115- Mrs Lewis

August 30, 1950

Pacific Logging and Mill Supply Co.
P. O. Box 323
Grants Pass, Oregon

Attention: Mr. L. E. Haynes

Gentlemen:

This is to acknowledge your letter dated August 29 advising that the Walter Berndt Construction Company owes you $192.21 for material furnished during June, 1949, in construction of the Sams Valley Highway. This contract was completed June 20, 1950, and accepted by the Commission July 26, 1950. Final payment, however, has not yet been made. The Continental Casualty Company, whose agent in this particular instance is Parker H. Lyman, 409 Wilcox Building, Portland 4, provided the bond furnished in connection with this contract. The job is carried on our records as State Highway Contract 3115 awarded to Walter Berndt Construction Company for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. The bond furnished with the above mentioned contract is provided to insure completion of the work and also to guarantee payment of just claims incurred in connection with the contract.

If you wish to protect your claim for a period longer than six months following completion and acceptance of the contract, it is suggested that you file your claim with the Secretary of State. An excerpt from the Oregon laws outlining the necessary procedure is attached hereto.

Your claim as we have received it will be noted in our records and we will also advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

[illegible]

Mrs Lewis

August 30, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter from the Pacific Logging and Mill Supply Company, P. O. Box 323, Grants Pass, Oregon, advising that Walter Berndt Construction Company owes them $192.21 for material furnished in June, 1949, in connection with highway construction on the Sams Valley Highway near Medford. From the description provided it appears that this claim is in connection with State Highway Contract 3115 awarded to Walter Berndt Construction Company for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract No. 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Parker E. Lyman
409 Wilcox Building
Portland 4, Oregon

Geo. F. Douglas
Box 427
Vancouver, Washington

Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

NOTED ON CARD
8-30-50

- R. A. REED
OWNERS

TELEPHONES: 2309
4071

Pacific LOGGING & MILL SUPPLY CO.
SERVING THE LUMBERING INDUSTRY
P. O. Box 323
GRANTS PASS, OREGON

Aug. 29, 1950

Oregon State Highway Commission,
Salem, Oregon

Subject: Walter Berndt
Construction Co.,
Vancouver, Washington

Gentlemen:

During June 1949, we sold the subject concern material used on the highway construction in Sams Valley near Medford.

They still owe us $192.21 and we would appreciate the following information to file a claim.

1. Has the Commission accepted completion of the contract?
2. May we still file a claim?
3. Name of the Surety Company.
4. Highway contract number.

Thanking you for giving this requested information your immediate attention, we are,

Very truly yours,

PACIFIC LOGGING AND MILL SUPPLY CO.

By L. E. Haynes
L.E. Haynes

LEH/ab

8-30-50 gC

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AUG 2? 1950
FOR FILING

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3115

Mrs Lewis

August 28, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a copy of a claim filed with the Secretary of State by George F. Douglas against Walter Berndt Construction Company. This claim is in the amount of $2,600 for wages due Mr. Douglas from Walter Berndt Construction Company in connection with State Highway Contract 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Rogue Valley Secondary Highway in Jackson County.

This information is furnished as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. George F. Douglas
c/o Walter Berndt Construction Co.

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

NOTED ON CARD

5-25-56 gf

COPY

Vancouver, Washington
Route 3, Box 416
August 22, 1950

Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Geo. F. Douglas, an employee of the Walter Berndt Construction Co., has a claim for wages against the Walter Berndt Construction Company of Vancouver, Washington, contractor on Oregon State Highway Commission contract No. 3115, Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon, in the sum of $2,600.00 up to and including week ending August 19, 1950, against the bond taken from the Continental Casualty Company, and Walter Berndt Construction Co. on above mentioned Oregon State Highway contract No. 3115.

A copy of the wage agreement between Geo. F. Douglas and Walter Berndt Construction Company is attached together with a copy of a letter from Mr. J. M. Devers, Counsel for the Oregon State Highway Commission, acknowledging receipt of the same.

Your attention is called to the fact that the above wage agreement terminates with the final payment to the contractor.

Yours Very truly,

GEO. F. DOUGLAS

GEO. F. DOUGLAS

GFD:D
Encs:

cc: - Mr. Parker H. Lyman
409 Wilcox Building
Portland, 4, Oregon

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Walter Berndt Const. Co.
P. O. Box 427
Vancouver, Washington

Mr. H. B. Glaisyer, Secretary
State Highway Commission, Salem, Ore.

ENDORSED
FILE NUMBER 3223
FILED August 24, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

7a & 52(2) F52(1)

3115

Mrs Lewis

3115

August 28, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of August 24 to which was attached three copies of a claim filed with your office by George F. Douglas against Walter Berndt Construction Company in the amount of $2,600.

This claim is in connection with State Highway Contract No. 3115, and is for wages due Mr. Douglas from the Berndt Construction Company.

The claim bears your file No. 3223.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 8/25

[illegible] CARD
8-29-50 dC

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

August 24, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Geo. F. Douglas, Vancouver, Washington, and filed as of this date a notice of claim against Walter Berndt Construction Company of Vancouver, Washington for wages in the sum of $2,600.00 for work on State Highway Commission Contract No. 3115, Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, our file No. 3223.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED

NOTED ON CARD
8/25/50 gl

RECEIVED
AUG 25 1950
FOR FILING

Fed Sec (3) 52(1)

3115

File

Mrs Lucas

3115

August 24, 1950

Mr. George F. Douglas
Route 3 Box 416
Vancouver, Washington

Dear Mr. Douglas:

This is to acknowledge receipt of a carbon copy of your letter addressed to the Secretary of State in which you make claim for $2,600 for wages against Walter Berndt Construction Company on State Highway Commission Contract No. 3115. With this letter we also received a copy of an agreement dated August 3, 1949, between Walter Berndt Construction Company and yourself covering wages to be paid to you, and a copy of a letter dated March 16, written by Mr. J. H. Devers concerning the agreement with Mr. Berndt and yourself for wages to be paid you.

Your claim will be noted on our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

8-31-50

Vancouver, Washington
Route 3, Box 416
August 22, 1950

Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Geo. F. Douglas, an employee of the Walter Berndt Construction Company, has a claim for wages against the Walter Berndt Construction Company of Vancouver, Washington, contractor on Oregon State Highway Commission contract No. 3115, Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon, in the sum of $2,600.00 up to and including week ending August 19, 1950, against the bond taken from the Continental Casualty Company, and Walter Berndt Construction Company on above mentioned Oregon State Highway Contract No. 3115.

A copy of the wage agreement between Geo. F. Douglas and Walter Berndt Construction Company is attached together with a copy of a letter from Mr. J. M. Devers, Counsel for the Oregon State Highway Commission, acknowledging receipt of the same.

Your attention is called to the fact that the above wage agreement terminates with the final payment to the contractor.

REFERRED TO [illegible] BY SECRETARY
acknowledge & record

Yours very truly,
Geo. F. Douglas
GEO. F. DOUGLAS

GFD:d
Encs.

CC: - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Walter Berndt Const. Company
P.O. Box 427,
Vancouver, Wash.

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

COPY

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of August 1949, by and between Walter Berndt for the Walter Berndt Construction Co., and Geo. F. Douglas, Trustee, ("Trusteeship" as set forth in the AGREEMENT Made the second day of August 1949, by and between the State Highway Commission of the State of Oregon and Walter Berndt, contractor on State Contract 3115.)

Walter Berndt hereby agrees to compensate the said Geo. F. Douglas, Trustee, $ 125.00 weekly for his services during the tenure of his position as Trustee under the State Agreement, such tenure to cease as of that date on which the final payment is made to the contractor, Walter Berndt, upon his Contract 3115.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and affixed their seals:

Signed WALTER BERNDT
Contractor

SIGNED GEO. F. DOUGLAS
Trustee

COPY

STATE HIGHWAY COMMISSION
Salem
March 16, 1950

Mr. Geo. F. Douglas, Trustee
Walter Berndt Construction Company
Box 427
Vancouver, Washington

Dear Mr. Douglas:

I acknowledge receipt of your letter of the tenth, with which you sent two copies of your agreement with Mr. Berndt concerning services performed in connection with his contract with the State.

I have handed a copy of this contract to Mr. Glaisyer, Secretary of the Commission, and have suggested to him that he call to the attention of the Berndt Construction Company's surety company the existence of this contract and the obligation which the surety company's principal has incurred, and I have suggested to him also that he point out in his letter to the surety company that this is a matter which the Commission will ask be disposed of before or when final settlement is made on the job.

With kindest regards, I am,

Yours very truly,

Signed J. M. DEVERS

JMD:AWP
cc Mr. H. B. Glaisyer

RECEIVED
AUG 21 1950
FOR FILING

71852(2-) 352(1)
3115

August 18, 1950

Crater Lake Machinery Co.
North Pacific Highway
Medford, Oregon

Gentlemen:

This is to acknowledge your letter of August 16 advising that Walter Berndt Construction Company owes you an unpaid balance of $1,519.59 for Caterpillar parts furnished the contractor on his operations between Gold Hill and Crater Lake Highway near Medford. This appears to be State Highway Contract No. 3115 awarded to Walter Berndt Construction Company for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

Your claim will be recorded in this office and we will advise the surety and the contractor of its receipt.

Continental Casualty Company, whose agent in this particular instance is Parker H. Lyman, 409 Wilcox Building, Portland 4, furnished the surety bond for this contract. This bond assures completion of the job and payment of claims involved in connection with the contract.

The contract was completed on June 20, 1950, and accepted by the Commission July 26, 1950. If you wish to protect your claim for a period longer than six months following completion and acceptance of the contract it is suggested that you file your claim with the Secretary of State. For your convenience in submitting such a filing there is attached an excerpt from the Oregon Law outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
8-16-50

Mrs. Lewis

August 18, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter dated August 16 from Crater Lake Machinery Company, North Pacific Highway, Medford, Oregon, advising that Walter Berndt Construction Company owes them an unpaid balance in the amount of $1,519.59 for Caterpillar parts. They advise that this claim is in connection with Mr. Berndt's operations between Gold Hill and the Crater Lake Highway near Medford, which is apparently State Highway Contract No. 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Rogue Valley Secondary Highway in Jackson County.

This information is furnished as the Continental Casualty Company appears as surety on the bond provided in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md

cc - Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
Box 427
Vancouver, Washington

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

NOTED ON CARD
8-18-50

CRATER LAKE MACHINERY CO.

Caterpillar

HYSTER - ATHEY - TRACKSON

NORTH PACIFIC HWY. PHONE 2-6207
MEDFORD, OREGON

August 16, 1950

3115

Oregon State Highway Department
Salem, Oregon

Gentlemen:

This letter has reference to a claim against Walter Berndt Construction Company who last year was working on Hwy 234 between Gold Hill and Crater Lake Highway near Medford.

This firm purchased from us Caterpillar parts in the amount of $2519.19 of which there is still owing $1519.59. Thus far we have been unable to effect collection although we have written to the Continental Casualty Company, 409 Wilcox Building, regarding this claim but thus far have not received any satisfaction.

Mr. Austin B. McCoy, whom I understand is Mr. Berndt's backer, writed me that he is having an argument with the Bonding Company over $1600.00 in retained percentages on this job and we should like very much for you to include our name along with others that may be involved and that we may get the money Walter Berndt's Construction Company owes us.

Very truly yours,

CRATER LAKE MACHINERY CO.

CJ Hunter

C. J. Hunter, Manager

CJH:lf

8-17-50

REFERRED TO
Geary
BY SECRETARY

prepare usual letter.
send copy of this letter & answer
mcs

RECEIVED

RECEIVED
AUG [illegible] 1950
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

August 7, 1950

NOTED
State Highway Engineer

~~To the Members of the~~
~~State Highway Commission~~

Gentlemen:

A few days ago I reported to you with respect to the financial status of the Walter Berndt Construction Company contract and in that report I called attention to a deposit made by Mr. McCoy in the sum of $14,441.51 which I intimated was advanced for application on unpaid debts. Since then, however, I have talked again by long distance with Mr. McCoy and I now learn that that deposit has already been employed for the payment of debts and Mr. McCoy is seeking reimbursement. The status of the account is as I stated in my report except that the advance of $14,441.51 made by Mr. McCoy has already been disbursed. As I understand, the account at the present moment is this:

Total unpaid debt including debts before and debts after Mr. McCoy entered the controversy.	$28,090.87
Money earned and as yet unpaid.	16,535.48
Balance due and unpaid.	$11,555.39

The issue with respect to the sum of $14,441.51 advanced by Mr. McCoy is a matter of controversy between Mr. McCoy, the contractor and the contractor's bonding company.

If Mr. McCoy can show a compliance with certain rules laid down in a Supreme Court decision involving a highway contract decided in 1928, he can recover from the contractor and the contractor's bonding company. The Commission has no legal liability to Mr. McCoy with respect to money advanced by him so long as the Commission complies with the terms of the supplemental agreement.

As I said in my report, I aim to have a conference with Mr. McCoy and the bonding company as soon as the bonding company's representative returns from Chicago and I hope as a result of that conference this whole controversy can be disposed of.

Yours very truly,

J. M. DEVERS

JMD:JK
cc:R.H.Baldock
H.B.Glaisyer

CEIVED
AUG - 1 1950
FOR FILING

918 52(2) 1520

3115

Mrs Lewis

July 27, 1950

Honorable Earl T. Newbry
Secretary of State
State Capitol Building
Salem, Oregon

Dear Sir:

We acknowledge, with thanks, your letter of July 26, to which was attached three copies of a claim filed with your office by Shell Oil Company against Walter Berndt Construction Company.

This claim is in the amount of $875.82 for petroleum products furnished the contractor in connection with his operations on State Highway Contract No. 3115, and bears your File No. 3221.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:amo

NOTED ON CARD
7-27-50, gl

Mrs Lewis

July 27, 1950

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Ill.

Gentlemen:

Attached hereto is a copy of a claim received in this office from the Secretary of State, in the amount of $875.[illegible] filed by Shell Oil Company against Walter Berndt Construction Company.

This claim is for petroleum products furnished the contractor in connection with his operations on State Highway Contract No. 3115 for work on the [illegible] Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract No. 3115.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:sms
Enclosure
cc: Northwest Branch Office
Mr. Warner H. Bruce, Mgr.
1411 Fourth Avenue Bldg.
Seattle, Washington

[illegible] E. Lyman
Portland 4, Oregon

Geo. F. Douglas, Trustee
Vancouver, Wn.

Walter Berndt Constr. Co.
Vancouver, Wn.

NOTED
H. B. GLAISYER

NOTED ON CARD
7-27-50 JC

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 26, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Shell Oil Company, for petroleum products, furnished in the sum of $875.82, against the bond taken from Walter Berndt Construction Company, principal and Continental Casualty Co., surety, for the work of grading and surfacing of the Snider Creek-Crater Lake junction Section of Sam's Valley secondary highway, State Highway contract number 3115, our file number 3221.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

7-27-50 gf

SHELL OIL COMPANY

COPY

1220 S. W. Morrison Street
Telephone ATwater 7321
Portland 5, Oregon

July 25, 1950

SECRETARY OF STATE
Salem, Oregon

Dear Sir:

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of Eight Hundred Seventy-Five and 82/100 ($875.82) Dollars against the bond taken from Walter Berndt Construction Company, as principal, and Continental Casualty Company, as surety, for the work of grading and surfacing of the Snider Creek-Crater Lake Junction Section of Sam's Valley secondary state highway - Oregon State Highway project No. 3115.

Said Claim is for petroleum products delivered to Walter Berndt Construction Company in the construction of said above described job.

In the event said Claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims the sum of Two Hundred and 00/100 ($200.00) Dollars as attorney's fees and costs.

Dated this 25th day of July, 1950.

SHELL OIL COMPANY

By R. H. FORBES

State of Oregon) ss
County of Multnomah)

R. H. Forbes, being sworn upon oath, deposes and says: that the above statement and claim is just, true and correct; that the labor or material therein charged was actually rendered or furnished as therein stated and that no part of the same has been paid, and the labor or material therein charged was for the benefit of said principal and sureties and the State of Oregon.

R. H. FORBES

Subscribed and sworn to before me
this 25th day of July, 1950.

R. C. MC CORMICK (SEAL)
Notary Public for Oregon
My Commission Expires June 6, 1953

cc- Walter Berndt Construction Company, Box 427, Vancouver, Washington
Continental Casualty Company, 409 Wilcox Building, Portland, Oregon
Medford Distributor

ENDORSED:
Filed Number 3221
Filed July 26, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
OCT 4 1950
FOR FILING

FORM E-30 25M 1-50 [illegible]

79 S 52(2) 52(2)
3115

AGENDA
July 26 1950

4-B

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 19, 1950

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Thanks for the information given in your letter of the 17th relative to the closing of the Berndt Construction Company contract and the making of final payment.

With respect to the position taken by the Continental Casualty Company, I have advised Mr. Glaisyer that we should proceed as we have been doing for some time and make final payment under our agreement with the Berndt Construction Company, Mr. Douglas and Mr. McCoy.

The surety refused to do anything when its principal was in financial distress and the Commission could have declared the contractor in default and could have called again for bids and the bonding company would have been liable for the difference between the low bid and the Berndt Construction Company bid.

The surety company no doubt will challenge my position in this matter, but I think I have pretty good grounds on which to defend it.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:JK

S & C

FORM E-30 25M 1-50 37535

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 18, 1950

SUBJECT:

To:

Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

The State has a contract with Walter Berndt Construction Company which is contract number 315 and which calls for certain construction work in Jackson County. The contractor became financially involved and was unable to proceed with the performance of his contract and his bonding company refused to come to the contractor's relief or to take over the job.

A man by the name of Austin R. McCoy agreed to finance the defaulting contractor and an agreement was entered into between the State Highway Commission, Berndt Construction Company and George F. Douglas, who acted as trustee for the contractor, and the party financing the defaulting contractor. The Commission, as I have stated, was a party to that agreement. Pursuant to the contract, funds were made available to finance the contractor and under the terms of the agreement all moneys earned under the contract were to be paid to Walter Berndt Construction Company and Austin R. McCoy who was financing the contractor. Mr. McCoy has performed his part of that agreement and has financed the job. Mr. Douglas as trustee has diligently applied on the payment of debts incurred in the performance of the job all of the funds paid by the State.

I understand that the contractor's bonding company has notified the State that no further money earned on that job and as yet unpaid is to be released to anyone but the surety company.

The surety company has, as I have stated, failed to make good the default of its principal and in my opinion is not entitled to payment of any money earned on the job until all debts incurred under this recent financial contract have been taken care of. Therefore, I advise that we continue to disburse money earned under the Berndt Construction Company contract by paying the same into the bank as we have been doing under said contract between the State and Berndt Construction Company and Mr. Douglas as trustee.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:jk

7/20 – phoned Hawke to get the warrant and I would then advise him whether or not to release it.

7/21 – This matter to be presented to Commission on trip so told Hawke to hold up voucher until instructions have been received from Commission.

July 18, 1950

J. M. Devers
Chief Counsel

I attach for your information a copy of a letter that I have just received from Mr. Dan Flood, Manager of the Continental Casualty Company, surety on the bond furnished by the Walter Berndt Construction Company in connection with State Highway Contract No. 3115. I received it in this afternoon's mail.

You will recall that I told you of my telephone conversation with Mr. Flood on Thursday of last week, July 13, and that I informed you that Mr. Flood had requested that we withhold further payments to Walter Berndt Construction Company until released by the surety, and that Mr. Flood stated he would confirm such request in writing. The attached letter is such confirmation.

You will also recall that you asked me to let you reply to the communication. Will you kindly give me a copy of the letter you write to Mr. Flood?

Secretary

HBC/fm

Enc.

7-18-50

CONTINENTAL CASUALTY COMPANY

General Office, 310 South Michigan Ave., Chicago 4, Illinois
Oregon Claim Department
409 Wilcox Building
Telephone: ATwater 2154
Portland 4, Oregon

July 17, 1950

Mr. H. B. Glaisyer
Secretary Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This is to advise and request that no future payments be made to Walter Berndt Construction Company under contract number 3115 without the inclusion of the Continental Casualty Company as a joint payee.

This is also to advise you that we are not assuming any liability under an agreement made August 9, 1949 between the Oregon State Highway Commission, Walter Berndt Construction Company and George F. Douglas, executed without our consent or agreement. We are also reserving and not waiving any rights as surety for the Walter Berndt Construction Company.

Very truly yours,

/s/ Dan L. Flood

Dan L. Flood

DLF/fs

COPY

Note: The original was taken out 1-9-52 to give to Mr. Charles Peterson for use in connection with the trial for January 14, 1952.

7/14/50

Mr Hauke, Auditor

Confirming our telephone conversation please hold up for the time being payment of the $10,000 + estimate that is now going through to Walter Bennett Const Co. on their Simi Valley Highway contract This is at the request of Mr. Flood Mngr of the Bonding Co.

HB Gearing

NOTED ON CARD

7-14-50 gC

Berndt. Hood.

10,000 est. holdup -

we [illegible] ask Clair [illegible]
Shell Co — [illegible]

send assignmt forms to Don Hood.

phone call 7/13/50 11:45

All Rivers

Called Hawke 11:30 AM
told him to hold up assignmt
to be confirmed

phoned Hood 7/17 that I had assignmt and be getting confirmation. He will send it immediately.

Mc Glauyce

Jackson Co.

Contract 3115 (Completed 6-20-50)

Walter Berndt Constru Co.

Est No. &	Date	Vou	Amount	Date of payment	To whom paid
1	4-12-49	6178	12,776.40	5-5-49 ~~4-28-49~~	Berndt
2	5-18	8470	21,077.10	6-6-49	"
3	6-14	10151	14,353.20	6-29	"
4	7-14	11906	16,452.54	8-8	"
5	8-16	14155	4,327.20	8-30	1st Nat'l Bank, Spcl Acc
6	9-19	16724	37,968.80	10-6	Delivered by NHB to Mr Douglas
7	10-12	17897	24,542.91	10-28	Douglas called for at acc. office
8	11-15	20176	20,671.81	11-30	Douglas picked up at state office
9	12-14	21883	11,591.50	1-11-50	" " " "
10	1-13-50	815	6,960.00	1-31	1st Nat'l Bank Spcl acc
11	3-14	4168	3625.45	3-28	" " "
12	4-12	6374	1156.10	4-25	" " "
13	6-14	10168	24,572.19	6-27	" " "
14 Semi Final	6-30	11423	10,187.16	Is held by Acc Div. in Salem	

Total earned	211,61[illegible].68
retained %	6348.32
Semi Final payt held up	10,187.16
Total money not paid	16,535.48

CLAIMS FILED AINST CONTRACT NO. 3115, WALT ERNDT CONSTRUCTION CO.

-11-49	Geo. W. Neilson, Jackson Co. Dist. Atty. for 8 Employees		App. $4000.00
7-11-49	Cal.-Ore. Machinery Co., Inc.		1665.14
7-20-49	Newbury & Newbury, Attys.	Wages owed to 4 Clients Equipment rental & repairs	1963.94 2300.00
7-21-49	Bullis Truck Lines	Equipment Hauling	259.17
8-19-49	O. B. Zimmerman	Rent of Tractor per mo.	350.00
8-24-49	Gus Newbury, Atty. for Ralph G. Hunter see amended claim below	Rent of Tractor with dozer	2000.00
12-5-49	Valley Center Oil Co.	Products	290.65
1-3-50	W. E. Kimsey, Labor Com. for Elwood F. Sine		59.09
1-10-50	Wm. M. McAllister, Atty. for Olympic Petroleum & Equip. Co.		2244.88
1-12-50	Geo. W. Neilson, Jackson Co. Dist. Atty. for 4 Clients-	Checks issued by A. A. Rex retd. unpaid	804.40
1-16-50	Davis, Walton & Richmond, Attys. for Farrel E. West		1918.00
1-31-50	Armco Drainage & Metal Products, Inc.		322.81
2-2-50	Del R. Beebe Construction Co.	Equipment Rental	558.00
2-14-50	Dale H. Rogers	Labor - against Contr. & Al Rex	76.82
2-10-50	Medford Concrete Constr. Co. Inc.	Material furnished	3823.63
3-21-50	Industrial Parts, Inc.	Tractor parts	429.00
3-23-50	Surety notified of Agreement for Compensation to Geo. F. Douglas as Trustee	Weekly Wages	125.00
5-4-50	Husband, Fort & Johnson, Attys. for Del R. Beebe Constr. Co.	Equipment Rental	858.00
6-30-50	K. C. Wernmark (amended claim)	Labor, Materials and Atty. Fees	8743.01
6-15-50	Tru-Mix Concrete Co.	Material & Equipment rental	438.00
6-20-50	Gus Newbury, Atty. for Ralph G. Hunter (amended claim)	Tractor rental & Court Costs	2064.10
7-18-50	Neff & Frohnmayer, Attys. for Rogue Equipment Sales, Inc.	Materials	179.84

Indications are that there are other claims which have not been filed with this office and of which we do not know the details.

CLAIMS FIL GAINST CONTRACT NO. 3115, WAL BERNDT CONSTRUCTION CO.

-11-49	Geo. W. Neilson, Jackson Co. Dist. Atty. for 8 Employees		App. $4000.00
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7-20-49	Newbury & Newbury, Attys.	Wages owed to 4 Clients Equipment rental & repairs	1963.94 2300.00
7-21-49	Bullis Truck Lines	Equipment Hauling	259.17
8-19-49	O. B. Zimmerman	Rent of Tractor ——— per mo.	350.00
8-24-49	Gus Newbury, Atty. for Ralph G. Hunter	Rent of Tractor with dozer	2000.00
12-5-49	Valley Center Oil Co.	Products	290.65
1-3-50	W. E. Kimsey, Labor Com. for Elwood F. Sine		59.09
1-10-50	Wm. M. McAllister, Atty. for Olympic Petroleum & Equip. Co.		2244.88
1-12-50	Geo. W. Neilson, Jackson Co. Dist. Atty. for 4 Clients-	Checks issued by A. A. Rex retd. unpaid	804.40
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Indications are that there are other claims which have not been filed with this office and of which we do not know the details.

,000.00 ✓
1,665.14 ✓
1,963.94 ✓
2,300.00 ✓
259.17 ✓
350.00 ✓
290.65 ✓
59.09 ✓
2,24488 ✓
804.40 ✓
1,918.00 ✓
~~32,281.00~~
~~32,281.00~~ -
76.82 ✓
3,823.63 ✓
429.00 ✓
125.00 ✓
858.00 ✓
8,743.01 ✓
438.00 ✓
2,064.10 ✓
17984 ✓
□
32,592.67 □
322.81

32,915.48

CLAIMS FILE AINST CONTRACT NO. 3115, WALT ERNDT CONSTRUCTION CO.

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8-19-49	O. B. Zimmerman	Rent of Tractor per mo.	350.00
8-24-49	Gus Newbury, Atty. for Ralph G. Hunter	Rent of Tractor with dozer	~~[illegible]~~
12-5-49	Valley Center Oil Co.	Products	290.65
1-3-50	W. E. Kimsey, Labor Com. for Elwood F. Sine		59.09
1-10-50	Wm. M. McAllister, Atty. for Olympic Petroleum & Equip. Co.		2244.88
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2-2-50	Del R. Beebe Construction Co.	Equipment Rental	~~[illegible]~~
2-14-50	Dale H. Rogers	Labor - against Contr. & Al Rex	76.82
2-10-50	Medford Concrete Constr. Co. Inc.	Material furnished	3823.63
3-21-50	Industrial Parts, Inc.	Tractor parts	429.00
3-23-50	Surety notified of Agreement for Compensation to Geo. F. Douglas as Trustee	Weekly Wages	125.00
5-4-50	Husband, Fort & Johnson, Attys. for Del R. Beebe Constr. Co.	Equipment Rental	858.00
6-30-50	K. C. Wernmark (amended claim)	Labor, Materials and Atty. Fees	8743.01
6-15-50	Tru-Mix Concrete Co.	Material & Equipment rental	438.00
6-20-50	Gus Newbury, Atty. for Ralph G. Hunter (	Tractor rental & Court Costs	2064.10
7-18-50	Neff & Frohnmayer, Attys. for Rogue Equipment Sales, Inc.	Materials	179.84
			32,915.48

Indications are that there are other claims which have not been filed with this office and of which we do not know the details.

RECEIVED
1950
FOR FILING

[illegible]
3115

Mrs Lewis

July 19, 1950

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Ill.

Gentlemen:

We have, today, received a letter from Neff & Frohnmayer, Attorneys at Law, 203 Cooley Theatre Building, Medford, Oregon, advising that their client, Rogue Equipment Sales, Inc., has a claim against Walter Berndt Construction Company for materials supplied to them in connection with a state contract. This claim is in the amount of $179.84 and it has been due since October 1949.

It appears that this claim may be in connection with State Highway Contract No. 3115, with Walter Berndt Construction Company, for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract No. 3115.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAS:mms

cc: Parker W. Lyman
409 Wilcox Bldg.
Portland, Oregon

George F. Douglas, Trustee
Box 427
Vancouver, Wn.

7-19-50

July 19, 1950

Neff & Frohnmayer
Attorneys at Law
203 Cooley Theatre Building
Medford, Oregon

Gentlemen:

Your letter of July 14, addressed to the State Bonding Commission, has been referred to this office.

It appears that the claim of your client, Rogue Equipment Sales, Inc., against Walter Berndt Construction Company in the amount of $179.84, may be in connection with Mr. Berndt's work on State Highway Commission Contract No. 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. This contract was completed on June 20, 1950, but has not yet been accepted by the Commission.

This contract is covered by a surety bond, which bond provides for completion of the work and payment of bills incurred in connection with the contract. The surety in this instance is the Continental Casualty Company, whose agent is Parker E. Lyman, 409 Wilcox Building, Portland 4, Oregon. Your client's claim will be noted in our records and we will advise the surety and the contractor of its receipt.

It is suggested that if you wish to protect the claim for a period longer than six months after the job has been completed and accepted that a claim be filed with the Secretary of State. Although you are undoubtedly familiar with the provisions of the law, we are enclosing an excerpt outlining the necessary procedure for filing such a claim with the Secretary of State.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

[illegible]

Secretary

7-19-50, g.l.

FAQ:amc
cc Mr. Walter J. Pearson
State Treasurer

NEFF & FROHNMAYER
ATTORNEYS AT LAW
203-204 COOLEY THEATRE BUILDING
MEDFORD, OREGON

July 14, 1950

Bonding Commission
State of Oregon
Salem, Oregon

Re: Walter Berndt Construction Company

Gentlemen:

We represent Rogue Equipment Sales, Inc., who have a claim against the Walter Berndt Construction Company for materials supplied to them in connection with a State contract. This account is in the amount of $179.84 and has been due since October, 1949.

It has occurred to us that our clients may have a right to make a claim under the bond which was posted in connection with the Highway project in Jackson County, Oregon, for the construction of a road between Gold Hill and Crater Lake Highway.

Will you please advise whether or not any remedies are available to us under the bond.

Yours very truly,

NEFF, FROHNMAYER & LOWRY

By

PBL:ch

Respectfully referred to the State Highway Commission.

WALTER J. PEARSON, State Treasurer

By

Deputy

7-15-50

REFERRED TO
BY SECRETARY

cc

WALTER J. PEARSON
STATE TREASURER
SALEM, OREGON

July 17, 1950

Neff & Frohnmayer, Attorneys at Law
203-204 Cooley Theatre Building
Medford, Oregon

Gentlemen:

We are in receipt of your letter of the 14th instant addressed to the Bonding Commission of the State of Oregon concerning a non-payment of a claim of Rogue Equipment Sales, Inc. against the Walter Berndt Construction Company in the sum of $179.84.

The State Bond Commission does not handle surety or fidelity bonds but makes security purchases for the State of Oregon.

COPY

Inasmuch as the construction company may have a surety bond on file with the State Highway Commission to protect creditors, we are referring your letter to the commission for attention.

Very truly yours,

WALTER J. PEARSON, State Treasurer

By Fred H Paulus
Deputy

FHP:mb

RECEIVED
FOR FILING

5-5a(1)
5a(2)
3115

Salem, Oregon
July 17, 1950

Mr. J. N. Devers
Chief Counsel
Office

Dear Mr. Devers:

Referring to your letter of July 12, concerning completion of work under the Berndt Construction Co. contract on the Snider Creek-Crater Lake Junction Section of the Sams Valley Highway, I find that the removal of equipment from the project was completed on July 13, 1950, and that the work is now eligible for acceptance by the Commission.

The Commission's acceptance will be requested at a meeting to be held while the Commission is on its trip of inspection next week.

The final estimate was received from the field on June 29, and the Salem Office checking will be completed about July 25. Final pay voucher will be issued immediately thereafter and, on execution by the contractor and the Commission, will be passed for payment.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

SHP:gs

P. S. It has just come to my attention that the Continental Casualty Company advised and requested that no future payments be made to the Walter Berndt Construction Company on its Contract No. 3115 unless the Continental Casualty Company is included as a joint payee. I bring this to your attention for such action as you may deem necessary in advising release of future payments on the Berndt Company contract.

Probert.

This is Snider Creek. Crater Lake Jct Sect - Sams Valley Secondary. What is status of final.

WcW.

E-123 30M 5-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

July 12, 1950

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

In the list of contracts reported to the Commission as completed, and the acceptance of which were recommended for consideration by the Commission at its recent meeting, I did not find the contract in Jackson County which involves the Burndt Construction Company.

Mr. McCoy and Mr. Douglas, who have been sort of nursing this job along and financing the debts, are anxious to have the transaction closed so final payment can be made, and I was asked yesterday by Mr. McCoy, whom I met at our meeting in Portland, just when the job can be closed and the final payment made.

I will appreciate any information you can give me, for I told them I would ask you and then forward your reply to them.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FRC

RECEIVED
JUL 21 1950
FOR FILING

Mrs Lewis

July 13, 1950

Mr. Devers:

Attached hereto is a letter directed to the State Highway Commission from Gus Newbury, Attorney, Medford, regarding the claim of Ralph G. Hunter against Walter Berndt Construction Company, said claim being in the amount of $2,064.10, and arising out of the Sams Valley Project.

Will you please answer this letter and send me a copy.

Secretary

HBC:bw
Enc.

NOTED ON CARD
7-13-50 gl

COPY

NEWBURY & NEWBURY
Attorneys At Law
U. S. National Bank Bldg.
Medford, Oregon

July 12, 1950

State Highway Commission
Salem, Oregon

Gentlemen:

On June 20 I sent you the claim of Ralph G. Hunter against Walter Berndt for $2,064.10, this being an obligation incurred by Berndt in the construction of the Sams Valley Highway.

Will you do me the kindness to let me know what action has been taken in regard to this claim.

Very truly yours,

/s/ Gus Newbury

GUS NEWBURY

GN;jr

(Original of this letter referred to Mr. Devers for reply.)

[illegible]

7-13-50, gl

RECEIVED
JUL 12 1950
FOR FILING

Fa152(2) L52(1)

3115

July 10, 1950

Parker M. Lyman Agency
409 Wilcox Building
Portland 4, Oregon

Attention: Daniel Flood

Gentlemen:

In response to your telephoned request of this morning we are sending you herewith a copy of the agreement of August 2, 1949, between the State Highway Commission and Walter [redacted] Construction Company, in connection with State Highway Contract No. 3115, naming George F. Douglas as Trustee.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

Enc.

Monday, 9:15 a.m.

Mr. Glaisyer:

Dan'l Flood of Continental Casualty phoned that they had never received a copy of the agreement between the Highway Commission and Walter Bernt & Austin McCoy naming Geo. Douglas as Trustee. Since the estimate is to be paid on July 16 and all the papers had to go back to Chicago in the meantime he wanted a copy put in the mail today. There didn't seem to be anyone around to certify a copy, so I had Malcolm Cameron make a black n' white. Cecil signed the letter of transmittal for you.

Im

NOTED
H. B. GLAISYER

RECEIVED

FOR FILING

74852(2)
852(1)
3115

July 6, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Walter Bernat Construction Company and Austin E. McCoy, on Contract No. 3115, covering Grading and Surfacing on the Snider Creek-Crater Lake Jct. Section of the Sams Valley Secondary Highway in Jackson County. This payment in the amount of $10,187.16, will be made on or after July 16, 1950. The retained percentage is $6,348.32.

There are claims filed against this project, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

cc: Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Geo. F. Douglas, Trustee
Box 427
Vancouver, Wash.

7/6/50

RECEIVED
JUL 21 1950
FOR FILING

Mrs Lewis

July 5, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

K. C. Warmark, 443 North Front Street, Medford, has filed with this office an amended claim against Walter Berndt Construction Company in the amount of $8,743.01. This claim is apparently an amended version of a claim previously received in this office on May 22nd and on May 25th and concerning which you were notified within a few days thereafter. The last amended claim shows a total amount of $10,243.01 with a credit listed as of February 15, 1950, in the amount of $1,500 which provides the amended total amount of $8,743.01.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md

cc - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
Box 427
Vancouver, Washington

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

NOTED ON CARD
7/6/50

Miss Lewis

3115

July 5, 1950

K. C. Wermmark, Contractor
443 North Front Street
Medford, Oregon

Dear Mr. Wermmark:

This is to acknowledge your letter of June 29 containing details of and amended claim in the net amount of $8,743.01 against Walter Berndt Construction Company in connection with his operations on State Highway Contract 3115 on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This amended claim will be noted in our records and we will advise the contractor and the surety of its receipt.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
7/6/50

P. O. BOX 115

K. C. WERNMARK *Contractor*

443 North Front St.
Medford, Oregon

105 EIGHTH STREET NORTH
CENTRAL POINT, OREGON

June 29, 1950

H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

NOTED
H. B. GLAISYER

Dear Sir:

Amended claim for $8,743.01

I am herewith filing an amended claim based on engineer's final estimate of June 25, 1950, against the bond taken from Walter Berndt Construction Company, principal, and Continental Casualty Company, surety, for the work on Oregon State Contract Number 3115, Snyder Creek to Crater Lake Highway road construction on Highway #234 in Jackson County, in the sum of $8,743.01 (eight thousand, seven hundred forty-three dollars and one cent), which is itemized as follows:

Balance due on items No. 19 and 20	$8,618.70	
Price agreement #2 (note--installation, French's bridge)	356.50	
Extra work	395.31	
Attorney's fees	500.00	
Expenses incurred in collection	215.00	
Interest paid U. S. National Bank to carry loans used to pay wages	157.50	
	10,243.01	
Less February 15, 1950, credit	1,500.00	
Amended claim		$8,743.01

Will you please acknowledge receipt of this notice.

Very truly yours,

K. C. Wernmark

K. C. Wernmark

cc: Earl T. Newbry, Secretary of State
Parker H. Lyman, Continental Casualty Co.

REFERRED TO
Geary
BY SECRETARY

[illegible] usual letter

RECEIVED
[illegible]
State Highway Commission

S-52(1) Snider Cr.-Crater Lake Jct. 1949
Sec., Sams Valley Secon. Hwy.
#3115 Folder # 1

RECEIVED
JUN 29 1950
FOR FILING

S-52(1)
FAS 52(6)
3115

Salem, Oregon
June 28, 1950

Mr. K. D. Lytle

A check in this office indicates that there are approximately $2,200 still carried in the contingency fund, on the Snider Creek-Crater Lake Junction project. If your records confirm this, you may submit an Order for State Force Work on Contract Projects to cover the placement of 1" - 0" material on the shoulders, as discussed by you by telephone, this date.

W. C. Williams

[redacted]

cc Mr. H. G. Smith

RECEIVED
JUN 30 1950
FOR FILING

S-52(1)

3115

June 28, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to Oregon Project S-52 (1), Snider Creek-Crater Lake Junction Section, Sams Valley Secondary Highway.

Inspection indicates that insufficient crushed materials were available to properly cover base rock on shoulders after construction of the oil mat wearing surface. The State has in stock pile a considerable amount of 1" - 0" materials on this project and will immediately, with state forces, place a sufficient amount of this material on the shoulders to obtain satisfactory smoothness and appearance.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Form E-1—5M—1-48

7a 52-(2)
8 52-(1)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 24, 1950 19

Section Snider Creek - Crater Lake Jct.

Highway Sams Valley Secondary

Contractor Walter Berndt Const. Co.

Date of Contract March 25 1949

Date work started March 12, 1949

Amount of contract $ 211,548.00

Kind of work Grading and Oil Mat Surfacing

Section prefix 115-1017

Contract number 3115

Date of completion 19

Estimated date of completion 19

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $204,992.79

Per cent of contract completed, based on total contract price %

Engineering cost to date $ 23,675.00 , 11.5 %

Date project was completed June 20, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Five men completed work on the shoulders Tuesday which completed this project.

Anothers days typing on reports for Semi-Final estimate and it will be ready to submit.

RECEIVED
JUN 26 1950
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. B[illegible]

Signed WB Merrill Res. Engr.

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.3	6.3	Includes	6.3	
Miles partially completed			Rejects		
Miles completed	6.3	6.3		6.3	
Total estimated quantities	134,670	72,119	7200	457 T.	
Estimated quantities moved or placed to date	134,670	72,119	7200	457 T.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	5				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	Cloudy		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
JUN 28 1950
FOR FILING

3115 Mrs Lewis

File

7a §52(2) §52 (1)
3115

June 23, 1950

Newbury & Newbury
Attorneys at Law
U. S. National Bank Building
Medford, Oregon

Attention: Mr. Gus Newbury

Gentlemen:

We have your letter of June 20 to which was attached an affidavit of claim and a statement of claim in the amount of $2,064.10 in favor of Ralph G. Hunter against Walter Berndt Construction Company involving rental of a tractor used by the contractor on the Sams Valley Highway. For your information it is anticipated that this contract will be completed about June 30, 1950. There is a possibility that it may be accepted by the Commission at its meeting July 10 and 11.

The Continental Casualty Company, whose agent in this instance is Parker H. Lyman, 409, Wilcox Building, Portland 4, provided the surety bond executed on State Highway Contract 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. It appears that this claim is in connection with this contract. The bond furnished for this contract provides for satisfactory completion of the work and the payment of bills incurred in connection with the contract.

This claim will be noted in our records and we will advise the surety and the contractor of its receipt.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

6-22-50 g

DON R. NEWBURY

NEWBURY & NEWBURY
ATTORNEYS AT LAW
U. S. NATIONAL BANK BLDG.
MEDFORD, OREGON

June 20, 1950

State Highway Commission
Salem, Oregon

Dear Sirs:

I am enclosing to you the claim of Ralph G. Hunter for $2,064.10. This claim is one that accrued against Walter Berndt on the Sams Valley Highway Project and which has not been paid.

Facts in regard thereto are stated in the claim and the affidavie attached thereto made by myself as attorney for Ralph G. Hunter. Please tive this your attention and communicate with me in regard to it.

Very truly yours,

GUS NEWBURY

GN:jr

Enclosures

RECEIVED
JUN 21 1950
OREGON
STATE HIGHWAY COMMISSION

6-21-50 [illegible]

RECEIVED
JUN 28 1950
FOR FILING

7a852(2)852(1)
3115

Mrs Lewis

June 23, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a statement of claim in the amount of $2,064.10 against Walter Berndt in favor of Ralph G. Hunter. This claim was forwarded to our office by [illegible] and [illegible], Attorneys at Law, U. S. National Bank Building, Medford. It appears that this claim is in connection with State Highway Commission Contract 3115 with Walter Berndt Construction Company for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is furnished as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:amd
Attach.

cc - Parker E. Lyman
409 Wilcox Building
Portland 4, Oregon

Geo. F. Douglas
Box 427
Vancouver, Washington

Walter Berndt Construction Company
Box 427
Vancouver, Washington

Warner H. Bruce
1411 Fourth Avenue Building
Seattle, Washington

6-23-50

Walter Berndt

TO: Ralph G. Hunter, Debtor

To rental of caterpillar tractor to debtor for a period of two months	$ 2,000.00
Court Costs in obtaining judgment in the Circuit Court of Oregon for Jackson County, Oregon, against Walter Berndt	64.10
	$ 2,064.10

STATE OF OREGON)
COUNTY OF JACKSON) ss

I, Gus Newbury, being first duly sworn depose and say:

That I am attorney for Ralph G. Hunter; that the said claim is one which is justly due and owing in the sum of $2,064.10 from said Walter Berndt and the facts in regard thereto are as follows:

That the said Walter Berndt rented the tractor for working on the Sams Valley Highway for a period of two months at $1,000.00 per month, no part of which has ever been paid; that the said Walter Berndt declined to acknowledge the said claim or pay the same or any part of it. The action was instituted in the Circuit Court of Oregon for Jackson County by the claimant Ralph G. Hunter against defendant Walter Berndt and a jury was duly impanelled to try the said cause and it was contested by defendant and by his attorneys and in pursuance of a trial thereof before a jury verdict was returned in behalf of Ralph G. Hunter in the sum of $2,000.00; that thereafter and on May 16, 1950, judgment was duly entered and docketed in said court against the said Walter Berndt and in favor of the claimant, Ralph G. Hunter and against the defendant in the sum of $2,000.00, and $64.10 court costs;

That all of these facts are within my personal knowledge as I am the attorney who tried the said cause in said court and all of the facts in regard thereto are as recited in this affidavit.

Subscribed and sworn to before me this 20th day of June, 1950.

Robert [illegible]
Notary Public for Oregon
My Commission Expires:
7-15-50.

RECEIVED
JUN 23 1950
FOR FILING

79 & 52(2) & 52(1)
3115

Files
mr [illegible]

June 22, 1950
Salem, Oregon

Mr. Malcolm H. Hawke
Auditor

Attached hereto is a copy of a letter I have just received from Mr. Devers regarding payments to Walter Berndt Construction Company in connection with Contract No. 3115.

You will note that Mr. Devers recommends the release of payments in connection with this settlement, including the final, so that the outstanding claims against the job, which are considerable, will be taken care of promptly.

Please govern yourself in conformity with Mr. Devers' wishes.

Very truly yours,

Secretary

HBO:amo
Enc.
cc: J. M. Devers
F. A. Query

NOTED ON CARD
6-22-50, J

FORM E-30 25M 6-48 33602

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

You will recall that there is still pending for final payment and settlement the State's contract with the Walter Berndt Construction Company. This is the contract in which Mr. McCoy has a financial interest and Mr. Douglas has been acting as trustee, and acting also in other advisory capacities.

There is a semifinal in the amount of approximately $24,000.00 due and payable at this time. I suggest that special attention be given to this payment so that it will go through the regular channels so that it will not get beyond the control and attention of either Mr. McCoy or Mr. Douglas. Our contract of trusteeship covers the disposition of this claim.

Then will be the retained percentage which is as yet unpaid. This retained percentage is within the reach of our contract and falls under the same requirements, so I earnestly recommend that payment of the retained percentage be made in such manner that both Mr. McCoy and Mr. Douglas will have full knowledge of the amount and when paid, and that the final warrant be drawn in favor of the same parties to whom and through whom other payments have been made.

I understand the job is completed and is now ready for acceptance. If that is true, I think that formal acceptance should be made at a very early date so that all earned and unpaid money may be promptly made available for the payment of debts incurred in connection with the job.

Yours very truly,

J M Devers
J. M. DEVERS

NOTE TO [illegible]
DATE 6/[illegible]

JMD:avh
cc - George F. Douglas

6-21-50 [illegible]

RECEIVED
JUN 23 1950
FOR FILING

S52(1) FAS 52(2)

3115

June 22, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 20, 1950 on Contract No. 3115, Snider Creek-Crater Lake Junction Section, in connection with Federal Aid Project No. S-52 (1) and FAS-52 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

DBP:md
cc: John Cattrall

RECEIVED
JUN 21 1950
FOR FILING

7A 52(2) 52(1)

3115

3115 - Mrs Lewis

June 16, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of June 15 to which was attached three copies of a claim filed with your office by Tru-Mix Concrete Company against Walter Berndt Construction Company.

This claim, in the amount of $238.00, is for material and equipment rental furnished the contractor in connection with his operations on State Highway Commission Contract 3115 on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. The claim bears your file No. 3219.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
6-16-50 gt

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 15, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Tru-Mix Concrete Co, Medford, and filed as of this date a notice of claim for material and equipment rental in the sum of $438.00 against the bond taken from Walter Berndt Construction Company, principal and The Continental Casualty Compnay, surety, for the work on the Snider Creek to Crater Lake Highway Jct., on Highway #234, in Jackson County, our file no. 3219, state highway contract no. 3115.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

6-16-50

RECEIVED
JUN 21 1950
FOR FILING

78 S52(2) S52(1)

3115

Mrs Lewis

June 16, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by the Tru-Mix Concrete Company, 248 McAndrews Road, Medford, Oregon, against Walter Berndt Construction Company. This claim is in the amount of $434.00 for material and equipment rental furnished the contractor in connection with his operations on State Highway Commission Contract 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md
Attach.

cc - Mr. Parker W. Lynch
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
c/o Walter Berndt Construction Co.

Walter Berndt Construction Co.
Box 437
Vancouver, Washington

Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

NOTED ON CARD
6-16-50 gl

COPY

TRU-MIX CONCRETE CO.
General Contractors
248 McAndrews Road
Telephone 2910

Ready Mixed Concrete
Delivered to Job

Better Material
at Less Cost

Medford, Oregon

June 14, 1950

Secretary of State
State of Oregon
Salem, Oregon.

Notice hereby is given that the undersigned, TRU MIX CONCRETE COMPANY, has a claim for material and equipment rental in the sum of Four Hundred Thirty Eight Dollars, ($438.00) against the bond taken from the Continental Casualty Company, 409 Wilcox Bldg., Portland Oregon, for the work of Walter Berndt Construction Company, Vancouver, Washington, on Oregon State Highway Contract # 3115, Snider Creek to Crater Lake Highway Jct., on Highway #234, in Jackson County.

Your acknowledgment of this notice will be appreciated.

Signed: MILES STUART
Tru Mix Concrete Co.

by, Miles Stuart.

cc: Continental Casualty Co.
cc: Walter Berndt Construction Co.

ENDORSED
File Number 3219
Filed June 15, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
JUN 15 1950
FOR FILING

3115

Mrs Lewis

70852(2)
852(1)
3115

June 14, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of June 12 to which was attached three copies of a claim filed with your office by the Medford Concrete Construction Company against Walter Berndt Construction Company in the amount of $3,823.63.

This claim is for culvert pipe furnished to the contractor on State Highway Commission Contract 3115 on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County and bears your file No. 3218.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
6-14-50, gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 12, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Medford Concrete Construction Co., Inc. and filed as of this date a notice of claim by them for supplies in the sum of $3,823.63, against the bond taken from Walter Berndt Construction Company, principal and the Continental Casualty Company, surety, for the work on Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon, state highway contract number 3115, our file number 3218.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NB:M
Enc.

6-14-50, gl

RECEIVED
JUN 15 1950
FOR FILING

7a 8 52 (2) 52 (1)

3115

Mrs Lewis

June 14, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by the Medford Concrete Construction Company, Inc., against Walter Berndt Construction Company. This claim is in the amount of $[illegible] for culvert pipe delivered to the contractor in connection with his operations on State Highway Commission Contract No. 3115 on the Snider Creek-Crater Lake Junction Section of the Rogue Valley Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md
Attach.

cc - Parker W. Lyman
409 Wilcox Building
Portland 4, Oregon

Geo. F. Douglas
Box 427
Vancouver, Washington

Walter Berndt Construction Company
Box 427
Vancouver, Washington

Mr. Garner W. Bruce
1411 Fourth Avenue Building
Seattle, Washington

NOTED ON CARD
6-14-50 gl

COPY

R. D. SEMON, President
HOMER A. MARX, Vice President
H. H. PRINGLE, Secretary

Dealers in Washed Sand, Gravel
and Crushed Rock

MEDFORD CONCRETE CONSTRUCTION CO., INC.
Manufacturers of
High grade concrete, sewer pipe, building blocks,
irrigation pipe concrete culverts and concrete
drain tile

TELEPHONE 2469

Factory and Office
1320 North Riversid

Medford, Oregon

June 9, 1950

Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned Medford Concrete Construction Company has a claim for culvert pipe delivered to Walter Berndt Construction Company of Vancouver, Washington, contractor on Oregon State Highway Commission contract #3115, Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Ore., in the sum of $3,823.63 against the bond taken from the Continental Casualty Company, and Walter Berndt Construction Company on above mentioned Oregon State Highway Contract #3115.

Signed,
MEDFORD CONCRETE CONSTRUCTION COMPANY

By H. H. PRINGLE Sec'y.

HHP:hm
cc: Oregon State Highway Commission
cc; Continental Casualty Company

ENDORSED
Filed June 12, 1950
File Number 3218
EARL T. NEWBRY, Secretary of State

June 9, 1950

Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

Dear Sir;

Notice is hereby given that the undersigned Medford Concrete Construction Company has a claim for culvert pipe delivered to Walter Berndt Construction Company of Vancouver, Washington, contractor on Oregon State Highway Commission contract #3115, Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Ore., in the sum of $3,823.63 against the bond taken from the Continental Casualty Company, and Walter Berndt Construction Company on above mentioned Oregon State Highway Contract #3115.

Signed,

MEDFORD CONCRETE CONSTRUCTION COMPANY

By Sec'y.

HHP:hn
cc: Oregon State Highway Commission
cc: Continental Casualty Company

RECEIVED
JUN 12 [illegible]
[illegible]
STATE HIGHWAY COMMISSION

6-12-50 gl

RECEIVED
FOR FILING

7185 2(2) 852(1)

3115

3115 –
[illegible]
Files

May 31, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of May 22nd to which was attached three copies of a claim filed with your office by K. C. Wernmark in the amount of $9,847.81.

This claim was filed against Walter Berndt Construction Company for concrete, steel, lumber and labor furnished in connection with State Highway Contract 3115 on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County and bears your file No. 3217.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml 5/29

NOTED ON CARD
6-31-50 JF

3115

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 22, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by K. C. Wernmark, for labor, materials and attorney's fees in the sum of $9,847.81, against the bond taken from Walter Berndt Construction Company, principal and Continental Casualty Company, surety, for the work on the Oregon State Contract Number 3115, Snyder Creek to Crater Lake Highway road construction on Highway #234 in Jackson County, our file number 3217.

We are enclosing three copies of the claim for your information and filed.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

CARD

5-25-50 gr

RECEIVED
6 1950
FOR FILING

708.52(2) 152(1)

3115

Mrs Lewis

May 31, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by E. C. Wernmark against Walter Berndt Construction Company for concrete, steel, lumber and labor furnished Mr. Berndt on State Highway Contract 3115 on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. This claim is in the amount of $9,847.81.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 5/29
Attach.

cc - Mr. Parker M. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
c/o Walter Berndt Construction Company
Box 427
Vancouver, Washington

Walter Berndt Construction Company
Box 427
Vancouver, Washington

5-31-50 JC

P. O. Box 115 K. C. WERNMARK CONTRACTOR

443 No. Front St.
Medford, Oregon and

105 Eighth Street North
CENTRAL POINT, OREGON

COPY

May 10, 1950

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, K. C. WERNMARK, has a claim as of January 1, 1950 for concrete, steel, lumber and labor in the sums of $8,917.40 (eight thousand nine hundred seventeen dollars and forty cents), plus extra work in the amount of $430.41 (four hundred thirty dollars and forty-one cents), and $500.00 (five hundred dollars) for attorney's fee for a total of $9,847.81 (nine thousand eight hundred forty-seven dollars and eighty-one cents) against the bond taken from the Coninental Casualty Company (Parker H. Lyman, Wilcox Building, Portland, Oregon) for the work of the Walter Berndt Construction Company, Box 427, Vancouver, Washington, on Oregon State Contract #3115, Snyder Creek to Crater Lake Highway road construstion on Highway #234 in Jackson County.

Please acknowledge receipt of this notice.

Signed:

K. C. WERNMARK
K. C. Wernmark

KCW:cw
Copy to
Tru-Mix Corp.
Medford Steel Co.
Copeland Yards
Berndt
Lyman
Baldock

ENDORSED:
Filed May 22, 1950
File number 3217
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 16 1950
FOR FILING

[illegible]

3115

LIST OF CLAIMS FILED AGAINST CONTRACT NO. 3115, WALTER BERNDT CONSTRUCTION CO.

7-11-49	Geo. W. Neilson, Jackson Co. District Atty. for 8 Employees		App. $4000.00
7-11-49	Cal.-Ore Machinery Co., Inc.		1665.14
7-20-49	Newbury & Newbury, Attys.	Wages owed to 4 Clients	1963.94
		Equipment rental & repairs	2300.00
7-21-49	Bullis Truck Lines	Equipment Hauling	259.17
8-19-49	O. B. Zimmerman	Rent of Tractor	per mo. 350.00
8-24-49	Gus Newbury, Atty. representing Ralph G. Hunter	Rent of Tractor with Dozer	2000.00
12-5-49	Valley Center Oil Co.	Products	290.65
1-3-50	W.E. Kimsey, Labor Commissioner for Elwood F. Sine		59.09
1-10-50	Wm.M. McAllister, Atty. for Olympic Petroleum & Equip. Co.		2244.88
1-12-50	Geo.W. Neilson, Jackson Co. Dist. Atty. for 4 Clients-checks issued by A.A.Rex retd. unpaid		804.40
1-16-50	Davis, Walton & Richmond, Attys. for Farrel E. West		1918.00
1-31-50	Armco Drainage & Metal Products, Inc.		322.81
2-2-50	Del R. Beebe Constr. Co.	Equipment Rental	558.00
2-14-50	Dale H. Rogers	Labor - against Contr. & Al Rex	76.82
2-10-50	Medford Concrete Constr.Co.Inc.	Material furnished	3823.63
3-21-50	Industrial Parts, Inc.	Tractor parts	429.00
3-23-50	Surety notified of Agreement for Compensation to Geo. F. Douglas as Trustee	WEEKLY WAGES	125.00
5-4-50	Husband, Fort & Johnson, Attys. for Del R. Beebe Constr. Co.	Equipment Rental	858.00

Indications are that there are other claims which have not been filed with this office and of which we do not know the details.

RECEIVED
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7a8 52(2) 52(1)

3115

Mrs Lewis

May 22, 1950

Mr. K. G. Wernmark
443 North Front Street
Medford, Oregon

Dear Mr. Wernmark:

We have today received a copy of your claim addressed to the Secretary of State in which it is claimed the Walter Bernt Construction Company owe you $8,917.40 for material and labor furnished Mr. Berndt on State Highway Contract 3115 being the Snider Creek-Crater Lake Junction Section of the Sams Valley Highway, Jackson County.

This claim will be noted in our records and we will advise the surety and the contractor of its receipt.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
5-22-50 gf

K. C. Wernmark, Contractor
443 No. Front Street
Medford, Oregon

May 10, 1950

C O P Y

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, K. C. WERNMARK, has a claim as of January 1, 1950 for concrete, steel, lumber and labor in the sums of $8,917.40 (eight thousand nine hundred seventeendollars and forty cents), plus extra work in the amount of $430.41 (four hundred thirty dollars and forty-one cents), and $500.00 (five hundred dollars) for attorney's fee for a total of $9,847.81 (nine thousand eight hundred forty-seven dollars and eighty-one cents) against the bond taken from the Continental Casualty Company (Parker H. Lyman, Wilcox Building, Portland, Oregon) for the work of the Walter Berndt Construction Company, Box 427, Vancouver, Washington, on Oregon State Contract #3115, Snyder Creek to Crater Lake Highway road construction on Highway #234 in Jackson County.

Please acknowledge receipt of this notice.

Signed:

K. C. Wernmark

KCW:cw
Copies to:
Tru Mix Corp.
Medford Steel Co.
Copeland Yards
Berndt
Lyman
Baldock, State Eng'r.

5-22-50

RECEIVED
MAY 26 1950
FOR FILING

79! 52(2) 52(1)

3115

Mrs Lewis

May 22, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

This is to advise that we have today received a copy of a claim filed with the Secretary of State by K. C. Hermmark of 443 North Front Street, Medford, Oregon. This claim is in the amount of $8,917.40 for materials and labor furnished the Walter Berndt Construction Company on State Highway Contract 3115 on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway, Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FRQ:md

cc - Mr. Parker M. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. George F. Douglas
c/o Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Walter Berndt Construction Company
Box 427
Vancouver, Washington

NOTED ON C
5-22-50

RECEIVED
MAY 16 1950
FOR FILING

74852(2)
852(1)
3115

F. Fwg

Mrs Herron
note on card
file letter in contract
and copy in general file.
ons

May 16, 1950

Dan L. Flood, Manager
Oregon Claim Department
Continental Casualty Co.
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Flood:

In your letter of May 15, 1950, which I have just received, you request that the State Highway Commission make no further payments to Walter Berndt Construction Company in connection with its Sams Valley Highway Contract, No. 3115, without your consent.

We shall comply with your request. Appropriate instructions are being given to our Auditor today.

In the second paragraph of your letter you request a list of the claims that have been filed in the office of the State Highway Commission against this contract. Such list is attached.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:ts
Enc.

cc - M. H. Hanke (2)
F. A. Query

NOTED ON CARD
5-16-50

COPY

CONTINENTAL CASUALTY COMPANY

Oregon Claim Department
409 Wilcox Building

Portland 4, Oregon
May 15, 1950

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attn. H. B. Glaisyer, Secretary

The Continental Casualty Company as surety for the Walter Berndt Construction Company hereby requests that no further payments be made to the Walter Berndt Construction Company without our consent in connection with the Sams Valley Project Contract #3115.

At your convenience we would appreciate a list of the claims filed with your office against Walter Berndt Construction Company.

Very truly yours,

/s/ Dan L. Flood

Dan L. Flood,,Mgr.,
Oregon Claim Dept.

DLF/lr

[illegible] contract 5/16
Gl

NOTED ON CARD
[illegible]

RECEIVED
MAY 11 1950
FOR FILING

May 10, 1950

Mr. Walter Berndt
Box 427
Vancouver, Washington

Dear Sir:

We have not been informed as to your plans for oiling the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

The large-size topping on the road makes it advisable that it be oiled before it becomes loosened by the dry weather. In addition, you have considerably overrun the original time limit, and the job should be completely finished as soon as possible for that reason.

Will you kindly advise your plans as to oiling this section.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. K. D. Lytle

HGS

hi

RECEIVED
MAY 10 1950
FOR FILING

Mrs Lewis

3115

May 5, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Del H. Beebe Construction Company against Walter Berndt Construction Company in the amount of $858.00. This claim is for equipment rental furnished the Berndt Construction Company in connection with grading and surfacing on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is furnished as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3116.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Parker W. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. Geo. F. Douglas
c/o Walter Berndt Construction Company
Box 427
Vancouver, Washington

Walter Berndt Construction Company
Box 427
Vancouver, Washington

NOTED ON CARD
5-5-50 gl

COPY

[illegible]band
William S. Fort
Ben A. Johnson

Telephone 4-4226

HUSBAND, FORT & JOHNSON

Attornys-at-law

860 Willamette Street,

Eugene, Oregon

May 3, 1950

Secretary of State,
Salem,
Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Del R. Beebe Construction Co., has a claim for equipment rental in the sum of $858.00 against the bond taken by Walter Berndt Construction Company, principal contractor, the bonding company being the Continental Casualty Company for the work on the Oregon State Highway Commission Contract #3115 for the construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon.

Very truly yours,

DEL R. BEEBE CONSTRUCTION CO.,

By L. E. JEPP
Office Manager

DRH:lmc

cc: Mr. Geo. F. Douglas,
Walter Berndt Construction Company,
Box 427,
Vancouver, Washington.

cc: Mr. H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

cc: Parker H. Lyman,
Continental Casualty Company,
409 Wilcox Building,
Portland 4, Oregon.

ENDORSED:
File Number 3215
Filed May 4, 1950
EARL T. NEWBRY, Secretary of State

COPY

Donald R. Husband
William S. Fort
Ben A. Johnson

Telephone 4-4226

HUSBAND, FORT & JOHNSON

Attornys-at-law

860 Willamette Street,

Eugene, Oregon

May 3, 1950

Secretary of State,
Salem,
Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Del R. Beebe Construction Co., has a claim for equipment rental in the sum of $858.00 against the bond taken by Walter Berndt Construction Company, principal contractor, the bonding company being the Continental Casualty Company for the work on the Oregon State Highway Commission Contract #3115 for the construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon.

Very truly yours,

DEL R. BEEBE CONSTRUCTION CO.,

By L. E. JEPP
Office Manager

DRH:lmc

cc: Mr. Geo. F. Douglas,
Walter Berndt Construction Company,
Box 427,
Vancouver, Washington.

cc: Mr. H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

cc: Parker H. Lyman,
Continental Casualty Company,
409 Wilcox Building,
Portland 4, Oregon.

ENDORSED:
File Number 3215
Filed May 4, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 10 1950
FOR FILING

3115

Mrs Lewis

5/1-3

May 5, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of May 4 to which was attached three copies of a claim filed with your office by Husband and Fort, attorneys for Del R. Beebe Construction Company. This claim, in the amount of $858.00, for equipment rental furnished, is against the Walter Berndt Construction Company in connection with State Highway Commission Contract 3115 for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. This claim bears your file No. 3215.

A copy of Contract 3115 and the bond furnished therewith were sent to Husband, Fort and Johnson yesterday as we had already received the carbon copy of the letter which you mention.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
5-5-50 ge

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 4, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Husband, Fort & Johnson, attorneys, Eugene, and filed as of this date a notice of claim by Del R. Beebe Construction Company, for equipment rental, furnished in the sum of $858.00, against the bond taken from Walter Berndt Construction Company, principal and Continental Casualty Company, surety for construction work on the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, highway contract number 3115.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

It is our understanding that you have received a copy of the letter from Husband, Fort & Johnson, in which they request a copy of the bond covering the above contract, and we are advising them that Highway bonds are in the custody of the Highway Department and that the copy will be sent from your office.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

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OREGON
STATE HIGHWAY COMMISSION

[illegible]

[illegible] gl

RECEIVED
MAY 10 1950
FOR FILING

Mr. Lewis

3115

May 4, 1950

Husband and Fort
Attorneys-at-Law
860 Willamette Street
Eugene, Oregon

Gentlemen:

We have received a carbon copy of a letter addressed to the Secretary of State advising that Walter Berndt Construction Company owes Del R. Beebe Construction Company $858 for equipment rental furnished in connection with Mr. Berndt's Contract 3115 for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

We also have received a carbon copy of a letter advising us this claim has been filed with the Secretary of State and requesting a copy of the bond executed in connection with Contract 3115. There is attached hereto a certified copy of Contract 3115 and containing a copy of the bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

[illegible] R. HUSBAND
WILLIAM S. FORT

TELEPHONE 48
TELEPHONE 46

HUSBAND AND FORT
ATTORNEYS-AT-LAW
860 WILLAMETTE STREET
EUGENE, OREGON

C O P Y

May 3, 1950

Secretary of State,
Salem,
Oregon.

Dear Sir:

I am herewith enclosing notice in writing whereby the Del R. Beebe Construction Co., is presenting to you its claim in connection with the work of the Walter Berndt Construction Company on Oregon State Highway Commission Contract #3115 on the construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon.

I would appreciate it if you would send me a copy of the bond. However, if I should make application to some one else for the copy of the bond, I would be obliged to you if you would give me the name and address of the party to whom such application should be directed.

Very truly yours,

HUSBAND, FORT & JOHNSON,

By
Donald R. Husband.

REFERRED TO
[illegible]
SECRETARY

Bond [illegible]
copy of contract & bond
[illegible] in card
#115

DRH:lmc
Encl-1

cc: Mr. Geo. F. Douglas,
Walter Berndt Construction Company,
Box 427,
Vancouver, Washington.

cc: Mr. H. B. Glaisyer, Secretary
State Highway Commission,
Salem, Oregon.

cc: Parker H. Lyman,
409 Wilcox Building,
Portland 4, Oregon.

V. 4-5

R. HUSBAND
WILLIAM S. FORT

TELEPHONE 45
TELEPHONE 46

HUSBAND AND FORT
ATTORNEYS-AT-LAW
860 WILLAMETTE STREET
EUGENE, OREGON

C O P Y

May 3, 1950

Secretary of State,
Salem,
Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Del R. Beebe Construction Co., has a claim for equipment rental in the sum of $858.00 against the bond taken by Walter Berndt Construction Company, principal contractor, the bonding company being the Continental Casualty Company for the work on the Oregon State Highway Commission Contract #3115 for the construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon.

Very truly yours,

DEL R. BEEBE CONSTRUCTION CO.,

By
Office Manager

DRH:lmc

cc: Mr. Geo. F. Douglas,
Walter Berndt Construction Company,
Box 427,
Vancouver, Washington.

cc: Mr. H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

cc: Parker H. Lyman,
Continental Casualty Company,
409 Wilcox Building,
Portland 4, Oregon.

RECEIVED

FOR FILING

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S.52(1)

3115

Salem, Oregon
April 13, 1950

1744

Mr. J. M. Devers

Some time ago you wrote to me relative to a request of George F. Douglas, on behalf of the Walter Berndt Construction Company, that the Company be allowed $2,500 each in lieu of construction of a hauling road to a gravel pit on its Contract No. 3115, Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway.

At the time this contract was under consideration there was some question as to whether there would be sufficient materials in the No. 1 designated quarry. Negotiations were underway for acquisition of an additional gravel pit, known as Leverret Bar. The specifications stipulated that, if it were necessary to acquire materials from the Leverret Bar, the contractor would be paid on the basis of extra work for constructing a hauling road to such bar. The specifications specifically stated that the contractor would, at his own expense, construct the hauling road to the No. 1 specified gravel pit, which is the one he used.

There was no necessity of using materials from the Leverret Bar and, therefore, no necessity for constructing a hauling road. Consequently, there is no justifiable basis on which any payment can be made to the contractor for work he did not perform.

W. C. Williams

WCW:ms

cc Mr. H. G. Smith

FORM E-30 20M 1-49 29029

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24th, 1950

SUBJECT:

To:
Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1744, request of Mr. Douglas, trustee of the Walter Berndt Construction Company, that we present him with the $2,500.00 which we had in our budget as protection against the use of the Leverret bar.

When the contract was advertised, negotiations were under way for the purchase of the Leverret bar which would be desirable on an adjacent job, but of very little economy to the Snider Creek-Crater Lake Junction Section. In order to make it fair to all bidders, however, we provided that we would pay for the construction of the haul road to the Leverret bar so that this item would not enter into the bids. We were unable to obtain the Leverret bar, and Mr. Berndt advised us by letter that he did not intend to use the bar and released us from any claim in connection with its use.

Inasmuch as our contract definitely specified that the contractor must bear the expense of all haul roads except that to the Leverret bar, there is no manner in which we can pay him the $2,500.00 set up for the haul road to the Leverret bar, or any reason why the payment should be made.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT

March 8, 1950

No. 17[illegible]

By 2[illegible]

Description: **Mr. Devers' letter of 3-6-50 and attached copy of a letter by Walter Berndt Construction Co. re haul road which he was to use for which State provided $2500. (Contract #3115, Sams Valley Secondary Highway, Snider Crk.-Crater Lake Jct.)**

Acknowledged by _____ Referred to __ **Smith** __________

XXX Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature
____

Assignment executed ______ Report received _____

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Remarks:

FORM E-30 25M 6-49 32602

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 6, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

I am enclosing a copy of a letter I received today from Mr. Douglas, Trustee for the Walter Berndt Construction Company in which he discusses a matter previously orally discussed with me. I asked him to put the matter in writing so that I could discuss it with you.

It appears from what he says and what he understands that originally a certain haul road was to be used and the State had provided for the construction of the haul road the cost of $2500.00. It appears also that subsequently the plans were changed and that haul road was not used but the contractor had to construct another haul road, and he now thinks that he should be reimbursed in the amount that the State would have had to pay for the construction of the haul road as originally planned.

I will be glad to discuss this with you if you think it is necessary, but in any event I would like to know what I may say to Mr. Douglas. When I went over the matter with him orally he seemed to have some justification in his request.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:MH
Enc.

WALTER BERNDT CONSTRUCTION COMPANY

Box 427

Vancouver, Washington

C
O
P
Y

March 2, 1950

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon.

Dear Mr. Devers:-

In connection with the Walter Berndt Contract covering Specification #3115, Sams Valley Secondary Highway, Snider Creek-Crater Lake Junction.

At the time of the proposals, the State controlled 2 pits or quarries from which they ultimately would decide to secure gravel or rock for the road.
On the Highway Form E 256, following Item 31, was shown the following item "Construct Hauling Road, etc., $2500.00".

After the contract was let the State decided to not utilize the pit or quarry for which a haul road had been authorized in the sum of $2500.00 but did decide to use a pit on the Rogue River for which no item was set up for constructing a haul road.

The contractor has furnished all the gravel and rock called for and at this writing has about 10 days of crushing for stockpiles remaining; the amount of material moved from this pit has been in excess of 85,000 cu. yds.
The contractor, at his own expense has built and maintained the haul road for the movement of this material and it has developed that his cost in doing this has well exceed the amount of $2500 which was appropriated for the other pit or quarry which was never used.
We therefor respectfully request that consideration be given for the transfering of the original allotment of the haul road fund to the location from which all material has been secured and delivered and where heavy costs have been encountered to faithfully carry out the provisions of the contract, and that the contractor be allowed the sum of $2500.00 for the haul road constructed.

Thanking you for your consideration, we are

Very truly yours,

Walter Berndt Construction Company

By Geo. F. Douglas.
Trustee.

RECEIVED
MAR 31 1950
FOR FILING

FAS 52(2)
S-52(1)
3115

March 29, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a copy of a claim filed with the Secretary of State by Industrial Parts, Inc., 1030 Southeast Water Avenue, Portland 14, in the amount of $429.00 against the Walter Berndt Construction Company for tractor parts furnished to the contractor under what appears to be our Contract No. 3115 for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is furnished as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 2960.
3115

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAO:md
Attach.

cc - Mr. Parker E. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. George F. Douglas
c/o Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

NOTED ON CARD
3-29-50, gl

TELEPHONE EAST 5119

COPY

INDUSTRIAL PARTS, INC.

TRACTOR [illegible] PARTS

1030 Southeast Water Avenue
Portland 14, Oregon

March 24, 1950

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Pursuant to Oregon Laws: S. 98-101-201-202 and 205 re: "Public Contracts " (Contractors Bonds - Labor and Material - Forfeiture Clause Action on Bond) we submit the following information to be filed as a public record:

> "Notice hereby is given that the undersigned, INDUSTRIAL PARTS, INC., has a claim for tractor parts; namely, 3 - 3B8096A Single Flange Roller Assembly @ $68.20 each and 3 - 3B8163A Double Flange Roller Assembly @ $74.80 each furnished and shipped to Central Point, Oregon, in the sum of $429.00 against the bond taken from Continental Casualty Company for the work of Walter Berndt dba Walter Berndt Construction Company, address Box 427, Vancouver, Washington, on the Central Point, Oregon operation, sometimes known as the "Medford Job".

INDUSTRIAL PARTS, INC.

J. J. BULLINGER
J. J. Bullinger
Credit Manager - Accountant

JJB:b
cc: Walter Berndt Construction Co.
Continental Casualty Co.

ENDORSED:
File Number 3208
Filed March 27, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 30 1950
FOR FILING

71&52(2) 352(1)

3115

3115

March 29, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of March 27 to which was attached three copies of a claim filed with your office by Industrial Parts, Inc., against Walter Berndt Construction Company in connection with what appears to be our Contract 3115 for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This claim is in the amount of $429.00 and bears your file No. 3208.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

3-29-50 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 27, 1950

3115

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Industrial Parts, Inc., for tractor parts, furnished and shipped to Central Point, Oregon, in the sum of $429.00, against the bond taken from Walter Berndt, dba Walter Berndt Construction Company, principal and Continental Casualty Company, surety, for work on the Central Point, Oregon operation, sometimes known as the Medford Job, our file number 3208.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 28 1950
OREGON
STATE HIGHWAY COMMISSION

3-28-50 gf

RECEIVED
MAR 23 1950
FOR FILING

[illegible](2)
[illegible](1)
3115

3115

March 23, 1950

Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Attention: Parker M. Lyman

Gentlemen:

The Continental Casualty Company appears as surety on the bond furnished by Walter Berndt Construction Company in connection with Contract No. 3115 with the Oregon State Highway Commission for the grading, surfacing and oiling of the Snyder Creek-Tater Lane Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon. In connection with this contract, numerous claims have been filed with the State Highway Commission, of which you previously have been advised. The most recent claim is that filed by the Industrial Parts, Inc., Portland, Oregon, being in the sum of $429. for tractor parts. It appears that the obligation was incurred in June, 1949, but efforts to secure payment have been fruitless.

The Highway Commission has also been informed of the existence of an obligation of Walter Berndt Construction Company to Mr. George F. Douglas, said obligation being in the form of an agreement, dated August 3, 1949, wherein Walter Berndt, Contractor, agrees to compensate George F. Douglas, Trustee, $125. weekly for his services during the tenure of his position as trustee in connection with the above mentioned contract, No. 3115.

This letter is to inform you, as surety on the bond furnished by Walter Berndt Construction Company in connection with this job, that the trust arrangement between Mr. Berndt and Mr. Douglas, and any other pending obligations or debts in connection with this contract, must be satisfactorily disposed of before the Highway Commission will release final payment to Walter Berndt Construction Company in connection with this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:lw

cc - Continental Casualty Co.
N.W. Branch Office
Continental Casualty Co., Home Office
Geo. F. Douglas
[illegible]
[illegible]

[illegible]
3-23-50 JC

March 23, 1950

Industrial Parts, Inc.
1030 S.E. Water Avenue
Portland 14, Oregon

Attention: J. J. Bullinger
Credit Manager

Dear Mr. Bullinger:

We have your letter of March 20, concerning your claim against Walter Berndt Construction Company for tractor parts furnished this contractor near Central Point, Oregon. You state that your claim is in the amount of $429. and that the material was furnished the contractor in June, 1949.

The information contained in your letter is substantially correct. The Continental Casualty Company wrote the bond that was furnished by Walter Berndt Construction Company in connection with this job. It's Portland Agent is Parker H. Lyman, whose offices are in Room 409, Wilcox Building, Portland 4, Oregon. The bond was furnished to guarantee satisfactory completion of the project and payment of claims arising out of the job. I have just written the Continental Casualty Company advising them of your claim, and that the State Highway Commission will not release the final payment to Walter Berndt Construction Company until the claim of your company, and anyother obligations or claims that might be outstanding against the work, is satisfactorily disposed of. Our Auditor has been instructed accordingly.

To more fully protect your claim, I would suggest that you follow the procedure outlined in the Oregon statute covering such matter, by filing your claim with the Secretary of State. By doing so, you can hold the Bonding Company responsible and liable for satisfaction of your claim after the expiration of a period of six months from date of completion of the project and acceptance of the same by formal act of the Highway Commission, otherwise the Bonding Company is released of liability when such six months' period has expired. I enclose for your information, excerpts from the Oregon Laws referred to.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
3-23-50, gf

HBG:ts 3/22
Enc.

March 23, 1950

Mr. Geo. F. Douglas, Trustee
Walter Berndt Construction Co.
P. O. Box 427
Vancouver, Washington

Dear Mr. Douglas:

I enclose for your information a copy of a letter that has just been received by the State Highway Commission from Industrial Parks, Inc., concerning their claim in the amount of $429. for tractor parts furnished Walter Berndt Construction Company in connection with Contract No. 3115, in June, 1949.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

WHG:ts 3/22
Enc.

cc - Walter Berndt Construction Co.
Box 427
Vancouver, Washington

cc - F. A. Query

NOTED ON CARD

3-23-50, gc

EAST 5119

INDUSTRIAL PARTS, INC.

TRACTOR IPI PARTS

1030 SOUTHEAST WATER AVENUE
PORTLAND 14, OREGON

Copies to: [illegible]
Walter Berndt Const. Co.
H. [illegible]

Also [illegible]

[illegible] 3/22

March 20
1950

State Highway Commission
State of Oregon
Salem, Oregon

Subject: Walter Berndt Construction Co. - Central Point, Ore.

Gentlemen:

Walter Berndt, d.b.a. Walter Berndt Construction Company at Vancouver, Washington, is indebted to this firm in the amount of $429.00, for tractor parts purchased from us and shipped to their operation at "Central Point, Oregon", in June 1949.

Our efforts to secure payment from the Berndt Construction Company for this long past due account have been fruitless. Mr. Geo. J. Douglas, a representative of the Berndt Construction Company, has given the only explanation for non-payment and that is to the effect, we quote: "It is going to be practically impossible to clear up the outstanding obligations in full or perhaps, even in part, until the job is completed and the retained percentage is available."

It is our understanding that the Continental Casualty Company did issue a "Performance Bond" to assure completion of this job and also that no portion of the withheld percentage of the original contract price with the State Highway Commission shall be available to the contractor, Berndt Construction Company, until the prerequisite, "that the contractor must satisfy all claims of any and all creditors having claims against the contractor for parts, material, equipment, etc., used on the particular job that the contractor has contracted to perform", is fulfilled. On the basis of these facts, we have withheld filing our claim against the contractor, Walter Berndt Construction Co., with the Mercantile Claims Division of Dun & Bradstreet for collection, hoping that the account could be settled out of court.

We realize the contractors position and we are always willing and ready to extend credit beyond due dates when warranted, but we must also protect our own interest. May we have an expression from you as to the correctness of our assumption in relation to the final payment of the percentage withheld on this particular contract.

Very truly yours,

INDUSTRIAL PARTS, INC.

By J. J. Bullinger
J. J. Bullinger
Credit Manager

NOTED ON CARD
3-21-50 JC

JJB:b

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

NOTED
H. B. GLAISYER

Dear Sir:

Attached is a copy of an agreement which has been entered into by Mr. Berndt, of the Walter Berndt Construction Company, and Mr. Douglas, the trustee. This, you know, is a part of the agreement between the Berndt Construction Company, Mr. Douglas, the Highway Commission, etc.

Attached, also, is a copy of my letter to Mr. Douglas. May I suggest that you write the surety company calling their attention to the existence of this obligation and advising the company that this and any other pending obligation or debt will necessarily have to be satisfactorily disposed of at the time final settlement is made on the job?

Yours very truly,

J M Devers
J. M. DEVERS

Enclosures
JMD:AWP

Surety
3/22

NOTED ON CARD
3-23-50

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 16, 1950

Mr. George F. Douglas, Trustee
Walter Berndt Construction Company
Box 427
Vancouver, Washington

Dear Mr. Douglas:

I acknowledge receipt of your letter of the tenth, with which you sent two copies of your agreement with Mr. Berndt concerning services performed in connection with his contract with the State.

I have handed a copy of this contract to Mr. Glaisyer, Secretary of the Commission, and have suggested to him that he call to the attention of the Berndt Construction Company's surety company the existence of this contract and the obligation which the surety company's principal has incurred, and I have suggested to him also that he point out in his letter to the surety company that this is a matter which the Commission will ask be disposed of before or when final settlement is made on the job.

With kindest regards, I am

Yours very truly,

J. M. DEVERS

JMD:AWP
cc Mr. H. B. Glaisyer ✓

NOTED
H. B. GLAISYER

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of August 1949, by and between Walter Berndt for the Walter Berndt Construction Co., and Geo. F. Douglas, Trustee. ("Trusteeship" as set forth in the AGREEMENT made the second day of August 1949, by and between the State Highway Commission of the State of Oregon and Walter Berndt, contractor on State Contract 3115.)

Walter Berndt hereby agrees to compensate the said Geo. F. Douglas, Trustee, $ 125.00 weekly for his services during the tenure of his position as Trustee under the State Agreement, such tenure to cease as of that date on which the final payment is made to the contractor, Walter Berndt, upon his Contract 3115.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and affixed their seals;

Walter Berndt
Contractor

Geo. F. Douglas
Trustee

NOTED
H. B. GLAISYER

RECEIVED
MAR 9 1950
FOR FILING

7a852(2)852(1)

3115

March 8, 1950

Mr. E. H. Twietmeyer, C.P.A.
6505 N. E. Rodney Avenue
Portland 11, Oregon

Dear Sir:

The following information regarding the Snider Creek-Crater Lake Junction Section, Contract No. 3115, is submitted to you upon the request of Walter Berndt Construction Company, by Mr. Geo. F. Douglas.

Earned under contract to December 10, 1949- - - - - - - - - - $174,620.81

Earned under contract, Dec. 10 to Dec. 31, 1949 (No estimate available)

Paid to contractor to Dec. 31, 1949 - - - - - - - - - - - - - $147,169.96

Unpaid balance, as of Dec. 31, 1949, on work
performed to Dec. 10, 1949:

1. Current monthly payment for work
   Nov. 10 to Dec. 10- - - - - - - - - - - $11,591.50
2. Retained percentage - - - - - - - - - - - 15,859.35

$ 27,450.85

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

Walter Berndt Construction Company
ROAD BUILDING • DIRT MOVING • ROCK CRUSHING
BOX 427
Vancouver, Washington

March 6, 1950

State Highway Commission
Salem, Oregon

Gentlemen:

For the purpose of Annual Audit; please confirm to our Auditor, E. H. Twietmeyer, C.P.A. the balance of earned estimate and retained percentage due us at the close of business December 31, 1949 on Contract No. 3115, Sams Valley-Crater Lake Junction.

A reply at your earliest convenience would be greatly appreciated.

A self addressed stamped envelope is enclosed for your reply, and oblige.

Very truly yours,

WALTER BERNDT CONSTRUCTION COMPANY

By Geo. F. Douglas

GFD:d

RECEIVED
MAR 1 1950
FOR FILING

7A852(2)852(1)

3115

ms hwe

February 27, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto for your information is a copy of a letter received by us from Dale H. Rogers in connection with his claim against Walter Berndt Construction Company and Al Rex Trucking Company for money owed him for services apparently performed on our Contract 3115.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Parker W. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. George F. Douglas
c/o Walter Berndt Construction Co.

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

NOTED ON CARD
2-27-50, JE

RECEIVED
MAR 1 1950
FOR FILING

718 52(2) 152(1)

3115

Files [illegible]

3115

February 27, 1950

Mr. Dale H. Rogers
405 North 16th Street
Springfield, Oregon

Dear Mr. Rogers:

This is to acknowledge your letter of February 24 concerning your claim against the Walter Berndt Construction Company through the Al Rex Trucking Company for work performed on our Contract 3115.

A copy of your letter is being forwarded to Mr. George F. Douglas, trustee for the Walter Berndt Construction Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

2-27-50 gl

Springfield, Ore.
2-24-1950

3115

Dear Sir;

In regard to your reply to my letter concerning my work on the Sam Valley road. It is true I did not work for Burndt Construction Co. I was working for Al Rex Trucking Co., but the last week we were there Mr. Burndt wouldn't give Mr. Rex's check to him and told us boys his lawyer would pay us. So I went up to Mr. Kellington's office and turned in the amount of my time. There was no money there then, but a check was supposed to come in from

Vancouver. The amount of the check was not enough to pay all of us so the first ones who came were the ones who got their checks. Mr. Neilson, the District Attorney at Medford, is handling the bad checks that were written to some of the fellows there on the job.

Sincerely
Dale H. Rogers

405 N. 16th St.
Springfield, Ore.

2-27-55

RECEIVED
FEB 27 1950
FOR FILING

Mrs Lewis

7a & 52(2) & 52(1)
3115

February 24, 1950

Medford Concrete Construction Co., Inc.
1320 North Riverside
Medford, Oregon

Gentlemen:

This is to acknowledge your letter of February 10 to which was attached a statement showing a balance due your Company of $3,823.63 for culvert pipe furnished to Walter Berndt Construction Company. This appears to be in connection with our Contract 3115 with Walter Berndt Construction Company for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This claim will be noted on our records and we will advise the surety and contractor of its receipt, also Mr. George F. Douglas who is acting as trustee for the contractor on this job.

If you feel that it is necessary to protect your claim for a period longer than six months after the job has been completed and accepted by the Commission, it is suggested that your claim be filed with the Secretary of State. For your convenience in doing this we are attaching an excerpt from the Oregon Laws outlining the necessary procedure.

It is expected that the contract will be completed about June 30, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
2-24-50, JC

[redacted]
HOMER A. MARX, VICE PRESIDENT
H. H. PRINGLE, SECRETARY

DEALERS IN WASHED SAND, GRAVEL
AND CRUSHED ROCK

MEDFORD CONCRETE CONSTRUCTION CO., INC.

MANUFACTURERS OF
HIGH GRADE CONCRETE, SEWER PIPE, BUILDING BLOCKS, IRRIGATION PIPE
CONCRETE CULVERTS AND CONCRETE DRAIN TILE

TELEPHONE 2469

FACTORY AND OFFICE
1320 NORTH RIVERSIDE

MEDFORD, OREGON

February 10, 1950

3115

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We herewith submit our claim on Walter Berndt Construction Co., working on Same Valley Highway, in the amount of $ 3,823.63.

Attached invoices show material furnished, amounts paid, and amount due.

Very truly,

MEDFORD CONCRETE CONSTRUCTION COMPANY

By H H Pringle Sec'y.

HHP:hn
Enc.

REFERRED TO [illegible] BY SECRETARY

for your usual action

2-24-50

RECEIVED
FEB 27 1950
FOR FILING

7a852(1)&52(1)

3115

Mrs Lewis

February 24, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received a letter from the Medford Concrete Construction Co., Inc., 320 North Riverside, Medford, advising that the Walter Berndt Conctruction Company owes them a balance of $3,823.63 for culvert pipe and other materials furnished on the Sams Valley Highway. The statement covers a period of time from March 25, 1949, to January 24, 1950, and shows total purchases in the amount of $6,633.43 less payments received in the amount of $2,809.80 leaving a balance of $3,823.63.

This claim appears to be in connection with our Contract 3115 with the Walter Berndt Construction Company for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is furnished as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Mr. George F. Douglas
c/o Walter Berndt Construction Co.

ORD, OREGON, July 31, 1949 9

M W. Berndt ConstructionCo.
Box 627
Vancouver, Washington

IN ACCOUNT WITH

Medford Concrete Construction Co., Inc.

MANUFACTURERS OF
HIGH GRADE CONCRETE SEWER PIPE, DRAIN TILE AND BUILDING BLOCKS
DEALERS IN
WASHED SAND, GRAVEL AND CRUSHED ROCK
GENERAL CONTRACTORS
PHONE 2469

ALL ACCOUNTS DUE FIRST OF MONTH
INTEREST CHARGED AFTER MATURITY

OFFICE AND PLANT
1320 NORTH RIVERSIDE

Jun		balance		$ 5020.73	
Aug	8	129ft. 18" BE culvert	@ 1.75	225.75	
"	16	132 ft. 18" SC culvert	@ 1.65	217.80	
"	23	138 ft. 18" SC	@ 1.65	227.70	
"	31	cash on account			1000.00
Sep	6	144 ft. 18" SC	@ 1.65	237.60	
"	7	57 ft. 18" SC	@ 1.65	94.05	
Oct	10	cash on account			1000.00
"	18	132 ft. 18" SC	@ 1.65	216.15	
"	"	123 ft. 18" SC	@ 1.65	202.95	
"	24	45 ft. 18" SC	@ 1.65	74.25	
Nov	2	cash on account			493.35
"	9	30 ft. 18" SC	@ 1.65	49.50	
"	"	42 ft. 24" SC	@ 2.35	98.70	
"	18	cash on account			148.20
"	18	72 ft. 18" SC	@ 1.65	118.80	
"	23	30 ft. 18" SC	@ 1.65	49.50	
Jan	24	1950, cash on account			168.50
		Balance due		$ 3823.63	2809 .80

Total 6633.43
less payments 2809. 80
Bal. 3823 .63

ORD, OREGON, May 31, 195 49

M W. Berndt Construction Co.
Box 427
Vancouver, Washington

IN ACCOUNT WITH

Medford Concrete Construction Co., Inc.

MANUFACTURERS OF
HIGH GRADE CONCRETE SEWER PIPE, DRAIN TILE AND BUILDING BLOCKS
DEALERS IN
WASHED SAND, GRAVEL AND CRUSHED ROCK
GENERAL CONTRACTORS
PHONE 2469

ALL ACCOUNTS DUE FIRST OF MONTH
INTEREST CHARGED AFTER MATURITY

OFFICE AND PLANT
1320 NORTH RIVERSIDE

April		balance		3506.63
May	4	¼ cu.yd. plaster sd.	@ 3.10	.75
"	"	4 sax cement	@ 1.25	5.00
"	9	30 ft. 24" SC	@ 2.35	70.50
"	"	9 ft. 18" SC	@ 1.65	14.85
"	"	75 ft. 8" Perf	@ .60	45.00
"	"	69 ft. 24" SC	@ 2.35	162.15
"	11	30 ft. 42" cones	@7.00	210.00
"	"	5 sax cement	@ 1.25	6.25
"	15	30 ft. 42" SC	@ 7.00	210.00
"	31	¼ cu.yd. plaster sd.	@ 3.20	.80
"	"	2 sax cement	@ 1.25	2.50
Jun	2	99 ft. 18" SC	@ 1.65	163.35
"	"	3 sax cement	@ 1.25	3.75
"	8	¼ cu.yd. plaster sd.	@ 3.20	.80
"	"	3 sax cement	@ 1.25	3.75
"	"	99 ft. 18" SC	@ 1.65	163.35
"	14	120 ft. 18" SC	@ 1.65	198.00
"	"	6 ft. 24" SC	@ 2.35	14.10
"	"	4 sax cement	@ 1.25	5.00
"	16	½ cu.yd. plaster sd.	@ 3.10	1.55
"	23	141 ft. 18" SC	@ 1.65	232.65
				5020.73

RD, OREGON, March 31, 19

M W. Berndt Construction Co.
Box 427
Vancouver, Washington

IN ACCOUNT WITH

Medford Concrete Construction Co., Inc.

MANUFACTURERS OF
HIGH GRADE CONCRETE SEWER PIPE, DRAIN TILE AND BUILDING BLOCKS
DEALERS IN
WASHED SAND, GRAVEL AND CRUSHED ROCK
GENERAL CONTRACTORS
PHONE 2469

ALL ACCOUNTS DUE FIRST OF MONTH
INTEREST CHARGED AFTER MATURITY

OFFICE AND PLANT
1320 NORTH RIVERSIDE

Mar	25	114 ft. 18" SC culvert	@ 1.65	188.10
"	"	¼ cu.yd. plaster sd.		.78
"	"	4 sax cement	@ 1.25	5.00
"	29	96 ft. 36" SC	@ 5.10	489.60
"	30	30 ft. 36" SC	@ 5.10	153.00
Apr	1	60 ft. 18" SC	@ 1.65	99.00
"	"	1/3 cu.yd. sand	@ 3.10	1.00
"	"	4 sax cement	@ 1.25	5.00
"	7	36 ft. 36" SC	@ 5.10	183.60
"	8	33 ft. 36" SC	@ 5.10	168.30
"	12	30 ft. 36" SC	@ 5.10	153.00
"	13	¼ cu.yd. sand	@ 1.80	.45
"	"	4 sax cement	@ 1.25	5.00
"	"	30 ft. 36" SC	@ 5.10	153.00
"	15	4 sax cement	@ 1.25	5.00
"		57 ft. 18" SC	@ 1.65	94.05
"	"	165 ft. 6" Irrig.	@ .32	52.80
"	19	117 ft. 18" SC	@ 1.65	193.05
"	"	57 ft. 24" SC	@ 2.35	133.95
"	"	3 ft. 36" SC	@ 5.10	15.30
"	20	57 ft. 18" SC	@ 1.65	94.05
"	21	114 ft. 18" SC	@ 1.65	188.10
"	22	½ cu.yd. plaster sd.	@ 3.10	1.55
"	"	72 ft. 24" SC	@ 2.35	169.20
"	"	126 ft. 18" SC	@ 1.65	207.90
"	25	4 sax cement	@ 1.25	5.00
"	27	6 sax cement	@ 1.25	7.50
"	28	½ cu.yd. plaster sd.	@ 3.10	1.55
"	"	126 ft. 18" C	@ 1.65	207.90
"	"	189 ft. 18" SC	@ 1.65	311.85
"	29	90 ft. 24" SC	@ 2.35	211.50
				$ 3605.63

RECEIVED

FOR FILING

79852(2)
852(1)
3115

February 20, 1950

Mr. Dale H. Rogers
405 North 16th Street
Springfield, Oregon

Dear Mr. Rogers:

We have a letter dated February 15 from Mr. George F. Douglas, representing the Walter Berndt Construction Company, in which he advised that the claim you filed with us on February 14 in the amount of $76.82 for services rendered to Mr. Rex is not a legitimate claim against Contract 3115 with the Walter Berndt Construction Company.

Although we note that a copy of Mr. Douglas' letter has been sent to you, we concur in his suggestion that you present your claim to Mr. George W. Nielson, District Attorney at Medford.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
FOR FILING

718 52 (2)
8 52 (1)
3115

February 20, 1950

Walter Berndt Construction Company
P. O. Box 427
Vancouver, Washington

Attention: Mr. George F. Douglas

Gentlemen:

We have your letter of February 15 pertaining to the claim that Mr. Dale H. Rogers filed against contract 3115 in the amount of $76.82 for services rendered.

Although we note that a copy of your letter has been sent to Mr. Rogers, we are, however, writing him as of this date suggesting that he contact the District Attorney in Medford for assistance in collecting his claim, which from your letter we understand is not a legitimate claim against Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Walter Berndt Construction Company
ROAD BUILDING • DIRT MOVING • ROCK CRUSHING
BOX 427
Vancouver, Washington

1950
February 15.

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Salem, Oregon.

Dear Mr. Glaisyer:-

Thank you for your letter of the 14th enclosing a copy of a letter from Dale H Rogers of Springfield Oregon relative to his inability to collect wages due him in connection with work performed on the Sams Valley Highway.

Please be advised that this is not a legitimate claim against the Walter Berndt Construction Company as this man has never worked for the Berndt Company.

Apparently he is one of a number of men employed by the Rex Trucking Company who have been having some difficulty in collecting their wages. We have had some correspondence from the District Attorney of Medford Oregon, Mr Geo. W Nielson who has been successfully instrumental in assisting these men to collect. Mr Nielson has written us setting forth names of certain men laboring under similar difficulties as is Mr Rogers and we have furnished him with such information as we have had; however we have not seen Mr Rogers name in any of that correspondence so it may be, that Mr Nielson has no knowledge of this case.

We would suggest that Mr Rogers furnish the District Attorney at Medford with the information he has given to you, and we feel quite sure that Mr Nielson will be able to give him such assistance as he will need.

We are enclosing a copy of this letter to Mr Rogers which may help him in expediting the matter.
We assure you and also Mr Rogers that if we can be of any further assistance, please command us; I am sure the District Attorney will be able to take care of the matter.

Sincerely,

Walter Berndt Construction Company

Geo. F. Douglas
by Geo. F. Douglas.

cc:- Mr. Rogers, Springfield Oregon
Mr. Devers, Chief Counsel

RECEIVED
FEB 16 1950
FOR FILING

71852(2) 5521(1)
3115

3115

February 14, 1950

Continental Casualty Co.
409 Wilcox Building
Portland 4, Oregon

Attention: Parker H. Lyman

Gentlemen:

The State Highway Commission has just received a letter from Dale H. Rogers, 405 N. 16th Street, Springfield, Oregon, advising of his claim in the amount of $76.82, against Al Rex and Walter Berndt Construction Company, for hauling base rock in connection with Walter Berndt Construction Company's Contract No. 3115 for the construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is given you since the Continental Casualty Company appears as surety on the bond furnished in connection with this job.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - F. A. Query

NOTED ON CARD
2-14-50 gl

February 14, 1950

Mr. George F. Douglas, Trustee
Walter Berndt Construction Co.
P. O. Box 427
Vancouver, Washington

Dear Mr. Douglas:

I enclose for your information another claim against Walter Berndt Construction Company, Contract No. 3115, for the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[redacted]

cc - F. A. Query

NOTED ON CARD

2-14-50 gl

February 14, 1950

Mr. Dale H. Rogers
405 N. 16th Street
Springfield, Oregon

Dear Mr. Rogers:

Reply is made to your letter of February 10, directed to Mr. R. H. Baldock, State Highway Engineer, in which letter you advise of your claim against Al Rex and Walter Berndt Construction Company, in the amount of $76.82, for services rendered in connection with State Highway Contract No. 3115, awarded to Walter Berndt Construction Company for construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

I would suggest that you file your claim with Mr. George F. Douglas, Trustee, who is handling affairs for the Walter Berndt Construction Company in connection with this job. His address is Box 427, Vancouver, Washington. From your letter I am unable to determine if your claim is against the contractor or against Mr. Rex. Moreover, I do not know what Mr. Rex' arrangements were with Walter Berndt Construction Company. Anyway, it would be well for you to take up the matter with Mr. Douglas. Should you secure no satisfaction by so doing, then you might file your claim with the Secretary of State in conformity with the statutes covering such matters, a mimeographed excerpt of which I enclose for your information. You will note from this excerpt that the legal filing of the claim with the Secretary of State must be made prior to the expiration of six months from the date of completion of the project and formal acceptance by the State Highway Commission. The job is not yet completed and indications are that it will be some time next summer before the Highway Commission will accept it.

Pursuant to our usual practise, I am calling your claim to the attention of the contractor and the surety on his bond.

Respectfully yours,

HBG:ts
cc - F. A. Query

Secretary
OREGON STATE HIGHWAY COMMISSION

2-14-50

Springfield, Ore.
2-10-1950

ANSWERED
H.B. GLAISYER

R. A. Buldock
State Highway Comm.
Salem, Oregon

Dear Sir;

The suggestion was made to me that you were the one I should write to about the State Highway job at Sam Valley that I was on late last summer. I was hauling base rock for Al Rex and Burnt Construction Co. We finished the job the first part of November, and so far I have been unable to collect payment for my work. I have made two trips to Medford and have written them but have had no results. As I was told this was in your district I thought perhaps you could tell me what steps I should take to collect it.

My gross pay should be $100.22
less gas 23.40
Which leaves a balance of 76.82

Your help will be appreciated

Sincerely
Dale H. Rogers

NOTED ON CARD
2-14-50

405 N. 16th St. Springfield, Oregon

3115 note on card

February 4, 1950

Mr. George F. Douglas
Trust Officer
c/o Walter Berndt Construction Company
P. O. Box 427
Vancouver, Washington

Dear Sir:

On several occasions we have written to Mr. Berndt requesting payment of equipment rental due us for work performed on his company's contract #3115 for the construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County, Oregon.

On December 14, 1949 Mr. Beebe talked with Mr. Berndt by telephone and Mr. Berndt advised at that time that a check in the amount of $258.00 covering K-30 ripper rental was in the mail and should be received by us the next day. Subject check has not yet been received. Also, in addition, the Walter Berndt Construction Company owed us a total of $600.00 covering move in charges on three Super C Tournapulls which were rented to Mr. Berndt and used on the above mentioned job.

In subject telephone conversation above referred to, by way of compromise and for the purpose of settlement only, we agreed to reduce the move in charges from $600.00 to $300.00, providing payment therefor was immediately made. Subject payment has not yet been received and, in fact, we have corresponded with Mr. Berndt several times attempting to settle the above accounts.

In our last letter to Mr. Berndt dated January 15, 1950, we advised him that if payment was not received by January 23, 1950, we would be forced to place a lien against his bond and commence legal action. We have not even been given the courtesy of a reply by Mr. Berndt and unless this matter is taken care of promptly we will feel free to withdraw our offer of compromise on the move in charges at any time and make a formal claim with the Secretary of State and the Continental Casualty Company for the lien against Mr. Bernit's bond and commence whatever legal action is necessary. I might mention further that this matter has already been turned over to our attorneys, who are merely awaiting your reply.

Very truly yours,

DEL R. BEEBE CONSTRUCTION COMPANY

L. E. Jeffr
Office Manager

cc—Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

RECEIVED
FEB 27 1950
FOR FILING

7a85:(2)
852(1)
3115

Files Glaisyer

Feb. 14, 1950

D TO
Query
BY SECRETA

NOTED
F. QUERY

Dale H. Rogers
405 N. 16th Street
Springfield, Oregon

Dear Mr. Rogers:

Reference is made to your letter of the 10th regarding the claim you have against the Walter Berndt Construction Company for wages.

This contractor has our Snider Creek-Crater Lake Junction Job, contract #3115; the job is approximately 85% complete.

As you know, we do not and cannot act as a collection agency, but we try to impress upon our contractors that they must pay their just bills. This is the first complaint against this contractor that we have received at this office. We do not believe that Mr. Berndt would deliberately refuse to pay any just claims.

However, we are forwarding your letter to our Salem Office and it may be brought to the contractor's attention before final payment is made to him.

Very truly yours,

K. D. LYTLE
Division Engineer

G

cc: Probert with encl.

This same claim we recorded 2-14-50
FQ

Springfield, Ore.
2-10-1950

K. D. Lytle
Divisional Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir;

The suggestion was made to me that you were the one I should write to about the State Highway job at Sam Valley that I was on late last summer I was hauling base rock for Al Rex and Burnt Construction Co. We finished the job the first part of November, and so far I have been unable to collect payment for my work. I have made two trips to Medford and have written them but have had no results As I was told this was in your district I thought perhaps you could tell me what steps I should take to collect it.

My gross pay should be $100.22
less gas 23.40
Which leaves a balance of $76.82

Your help will be appreciated Sincerely
405 N. 16th St. Springfield Dale H. Rogers

RECEIVED
MAR 1 1950
FOR FILING

7a852(2) 852(1)
3115

3115

1950
February 9

NOTED
H. B. GLAISYER

NOTED
F. QUERY

Mr. L. E. Jeffs, Office Manager
Del E Beebe Construction Co
P.O.Box 138
Eugene , Oregon.

Dear Sir:

This will acknowledge your letter to me as of February 4, regarding the account of Walter Berndt.

You are no doubt aware that since the work resumed at Medford in July, the principal financing has been accomplished thru Mr Austin McCoy of Vancouver, Washington.

Mr McCoy is away at the present time but expects to return the latter part of this month; as soon as he returns your subject matter will be laid before him for consideration and no doubt will receive his immediate attention.

Very truly yours,

Walter Berndt Construction Co

Geo. F. Douglas

by Geo. F. Douglas.

c.c. Mr. H.B.Glaisyer, Secy.
State Highway Commission
Salem, Oregon.

RECEIVED
FEB 7 1950
FOR FILING

7a8·52(2) 552·(1)

[illegible]

Mrs Lennis

February 3, 1950

Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Attention: Parker H. Lyman

Gentlemen:

The State Highway Commission has just received a letter from Del R. Beebe Construction Company, Eugene, advising of their claim, totalling $558.00, against Walter Berndt Construction Company, said claim being for equipment rental, arising out of State Highway Contract No. 3115, for the construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is given you in view of the fact that the Continental Casualty Company appears as surety on the bond furnished by Walter Berndt Construction Company in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - F. A. Query

NOTED ON CARD
2-3-50 gl

February 3, 1950

Mr. George F. Douglas
Trust Officer
c/o Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Dear Mr. Douglas:

I enclose for your information a copy of a letter that I have just received from Del R. Beebe Construction Company, advising of its claim against Walter Berndt Construction Company for equipment rental on the Snyder Creek-Crater Lake Junction Project, Contract No. 3115.

In acknowledging this letter, I told the Del R. Beebe Construction Company to get in touch with you.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts
Enc.
cc - F. A. Query

NOTED ON CARD
2-3-50 gl

February 3, 1950

Del R. Beebe Construction Co.
P. O. Box 138
Eugene, Oregon

Attention: L. R. Jaffe,
Office Manager

Gentlemen:

This acknowledges receipt of your letter of February 1, advising of your claim against Walter Berndt Construction Company for equipment rental, accruing in connection with the Walter Berndt Construction Company's Contract No. 3115 for the construction of the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

I note that you wish to file formal claim against the bond furnished by Walter Berndt Construction Company in connection with this job. This bond was written by the Continental Casualty Company, for whom Parker H. Lyman is local agent, with offices at 409 Wilcox Building, Portland 4, Oregon.

To guide you in filing your claim, I enclose excerpts from the Oregon Laws. You will note that the claim must be filed with the Secretary of State prior to the expiration of a period of six months from date of completion of the project and formal acceptance of the project by the State Highway Commission. Work in connection with this job is not yet completed, and it is my understanding that it can not be completed until sometime next spring or summer.

For your further information, I might say that this contract is being carried on pursuant to a trust agreement, whereby all claims are approved by Mr. George F. Douglas, Trust Officer. Perhaps it would be a good idea for you to write Mr. Douglas. It may be that he can give you some satisfaction. His address is c/o Walter Berndt Construction Company, Box 427, Vancouver, Washington. In the event you make a formal filing of your claim with the Secretary of State, I will appreciate it if you will send me a copy of it for the Highway Commission's records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ts
cc - F. A. Query

NOTED ON CARD
2-3-50 ge

DEL R. BEEBE
CONSTRUCTION COMPANY
GENERAL CONTRACTOR

P. O. BOX 138
EUGENE, OREGON

February 1, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Dear Sir:

We wish to make formal claim against the bond of Walter Berndt Construction Company for equipment rental due us in the amount of $558.00 on his job near Medford, Oregon on the Sams Valley Highway, Snyder Creek-Crater Lake Junction, Oregon State Highway Commission Contract #3115.

We have been attempting to collect subject rental since October 10, 1949 on $300.00 of subject account and November 8, 1949 on the remaining $258.00.

In telephone conversation December 14, 1949 between Mr. Beebe and Mr. Berndt, Mr. Berndt advised that payment in the amount of $258.00 was then in the mail and that additional payment of $300.00 would be immediately forthcoming.

On December 15, 1949 we wrote Mr. Berndt confirming subject telephone conversation and requesting that subject payments be immediately forwarded as promised by him. Subject payments were not received and on January 18, 1950 we advised Mr. Berndt that if payment were not received in our office by January 23, 1950 we would be forced to place a lien on his bond and turn subject matter over to our attorneys for action deemed advisable.

Therefore, we feel that we have given Mr. Berndt every opportunity to take care of our account and it would be appreciated if you would advise his bonding company of subject lien for non-payment of equipment rent and make note of our formal claim against subject contractor, in order that we may be sure of payment.

Very truly yours,

DEL R. BEEBE CONSTRUCTION COMPANY

L. E. Jeffs
Office Manager

lej/mg

Cont Cash 2/3
also [illegible] 2/3

RECEIVED
[illegible]

ANSWERED
H. B. GLAISYER
2-2-50 gl

RECEIVED
FEB 9 1950
FOR FILING

EHS 52/2

3115

[illegible]

[illegible]

February 1, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 27 to which was attached three copies of a claim filed with your office by the Armco Drainage and Metal Products, Inc., against Walter Berndt Construction Company in a net amount of $322.81.

This claim appears to be in connection with our Contract No. 3115 and bears your file No. 3199.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible] ON CARD

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 27, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by Armco Drainage & Metal Products, Inc., for Galvanized corrugated steel riveted pipe, asphalt dipped, in the sum of $522.81, less a payment October 10, 1949 in the amount of $200.00, leaving a balance of $322.81, against the bond taken from Walter Berndt Construction Company, principal, and Continental Casualty Company, surety, for the work on the Snider Creek to Crater Lake Junction Section--Sams Valley Secondary Highway., our file number 3199.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
3 1950
FOR FILING

[illegible]

3115

Mrs Lewis

February 1, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim is in the amount of $522.81 less $200.00 leaving a balance of $322.81 and has been filed by the Armco Drainage and Metal Products, Inc., 2321 Southeast Gladstone Street, Portland 2, against Walter Berndt Construction Company in connection with his work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. This description applies to our Contract No. 3115.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Parker W. Lyman
409 Wilcox Building
Portland 4, Oregon

Geo. F. Douglas
c/o Walter Berndt Construction Company
Box 427
Vancouver, Washington

Walter Berndt Construction Company
Box 427
Vancouver, Washington

MAILED ON
2-1-50

COPY

ARMCO DRAINAGE & METAL PRODUCTS, INC.

North Pacific Division

2321 S. E. Gladstone Street ARMCO Portland 2, Oregon

January 26, 1950

Secretary
State of Oregon
Salem, Oregon

Dear Sir:

Notice hereby is given that the undersigned, Armco Drainage & Metal Products, Inc., has a claim for galvanized corrugated steel riveted pipe, asphalt dipped, in the sum of Five Hundred Twenty-Two and 81/100 Dollars ($522.81), less a payment dated October 10, 1949 in the amount of Two Hundred and no/100 Dollars ($200.00), leaving a balance of Three Hundred Twenty-Two and 81/100 Dollars ($322.81) against the bond taken from Walter Berndt Construction Company, principal, and Continental Casualty Company, surety, for the work on the Snider Creek to Crater Lake Junction Section ---Sams Valley Secondary Highway.

Yours very truly,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

D. L. DARNEAL

North Pacific Division

D. L. Darneal:ihs
cc: Walter Berndt Construction Company
R. F. D. #3 - Box 41
Vancouver, Washington

Continental Casualty Company
409 Wilcox Building
Portland, Oregon

ENDORSED:
File Number 3199
Filed January 27, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

728-52(2)&52(1)

3115

3115

NOTED
F. QUERY

January 24, 1950

William M. McAllister, Attorney
Fluhrer Building
Medford, Oregon

Attention: Carl M. Brophy

Dear Sir:

In the third paragraph of your letter of January 19, 1950, directed to the Oregon State Highway Commission, and concerning the Walter Berndt Construction Company Contract No. 3115, you inquire under what conditions creditors may receive payment direct from the State Highway Commission, as provided by Section 98-201 O.C.L.A.

The Law requires that that particular section be included in our contracts, however, to the best of my knowledge and belief, the authority granted the Commission by that section has never been exercised. The Highway Department has no facility set up to pass on claims against contractors, and of course it would be unfair to a contractor if claims were paid without first determining their validity. Due to the volume of claims that are filed in this office against contractors, many of which have no connection whatsoever with the contract, you can appreciate the kind of an organization the Highway Commission would have to set up to check and pass on these claims.

Many years ago the Highway Commission did, in a couple of instances, pay into court monies that were due contractors for performing state highway construction work, and the court made the distribution of the funds among the creditors, but as I now recall, those were the only instances where highway funds were paid out to anyone but the contractor himself, except under an assignment of funds in proper form, and when authorized by the surety on the contractor's bond.

Respectfully yours,

NOTED ON CARD
1-24-50, gl

Secretary
OREGON STATE HIGHWAY COMMISSION

HK:ts

WILLIAM M. McALLISTER
ATTORNEY AT LAW
FLUHRER BUILDING
MEDFORD, OREGON

ASSOCIATE
ROBERT B. DUNCAN

January 19, 1950

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Walter Berndt Construction
Co.

Gentlemen:

Receipt is acknowledged of your letter of January 16, 1950 with the enclosed certified copy of Contract #3115 and the bond executed in connection therewith. We appreciate your promptness in forwarding that material to us.

Pursuant to the provisions of Section 98-101, O.C.L.A., we are sending a notice of claim to the Secretary of State and as requested in your letter of July 6, 1949 we are forwarding to you herewith a copy of that notice.

We note that in the copy of the specifications and contract agreement in Section 6-15, the provisions required by Section 98-201 O.C.L.A. are set forth. Would you please inform us if, and under what conditions it is possible to receive payment from the State Highway Commission as provided in that Section.

Very truly yours,

Wm. M. McAllister

Carl M. Brophy

By Carl M. Brophy

CMB:pg
Encl.

ANSWERED
H. B. GLAISYER

1-23-50 K

NOTICE

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Olympic Petroleum and Equipment Co., has a claim for the sale and delivery of automotive supplies and petroleum products in the sum of Two Thousand Two Hundred Forty Four and 88/100 Dollars ($2,244.88), plus interest against the bond taken from Walter Berndt, doing business as Walter Berndt Construction Co., as principal and Continental Casualty Company, an Illinois Corporation, as surety, for the work of grading and oil mat surfacing on the Sams Valley Secondary Highway in Jackson County, Oregon.

OLYMPIC PETROLEUM AND EQUIPMENT CO.

(CORPORATE SEAL)

By George W. Field
President

Mrs Lewis

January 24, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of January 23rd to which was attached three copies of a claim in the amount of $2,244.88 filed against Walter Berndt Construction Company by the Olympic Petroleum and Equipment Company.

This claim bears your file No. 3198 and appears to be in connection with our Contract No. 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-24-50 J.C.

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 23, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from William M. McAllister, attorney, Medford Oregon and filed as of this date a notice of claim by Olympic Petroleum and Equipment Company, for the sale and delivery of automotive supplies and petroleum products, in the sum of $2,244.88, against the bond taken from Walter Berndt, dba Walter Berndt Construction Company, principal and Continental Casualty Company, surety, for the work of grading and oil mat surfacing on the Sams Valley Secondary Highway in Jackson County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FA

Enc.

RECEIVED
JAN 24 1950
OREGON
STATE HIGHWAY COMMISSION

SECRETARY

File
usual letter

Mrs Lewis

January 24, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim, in the amount of $2,244.88 has been filed by the Olympic Petroleum and Equipment Company against the Walter Berndt Construction Company for automotive supplies and petroleum products furnished in connection with what appears to be our Contract No. 3115 for grading and surfacing on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Walter Berndt Construction Company
Box 427
Vancouver, Washington

Mr. George F. Douglas
c/o Walter Berndt Construction Company
Box 427
Vancouver, Washington

[illegible]

1-24-50 ge

COPY

NOTICE

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Olympic Petroleum and Equipment Co., has a claim for the sale and delivery of automotive supplies and petroleum products in the sum of Two Thousand Two Hundred Forty Four and 88/100 Dollars ($2,244.88), plus interest against the bond taken from Walter Berndt, doing business as Walter Berndt Construction Co., as principal and Continental Casualty Company, an Illinois Corporation, as surety, for the work of grading and oil mat surfacing on the Sams Valley Secondary Highway in Jackson County, Oregon.

OLYMPIC PETROLEUM AND EQUIPMENT CO.

(SEAL)

By GEORGE W. FIELD
President

ENDORSED:
File Number 3198
Filed January 23, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN 2[illegible] 1950
FOR FILING

71852(2)8E2(1)

2115

Jan. 20, 1950

Mr. George W. Neilson
District Attorney
Medford, Oregon

Dear Mr. Neilson:

Your letter addressed to the Highway Commission concerning some claims against a man by the name of A. A. Rex, has been handed to me for attention.

These claims, you have submitted on the assumption that Mr. Rex is a subcontractor under the Berndt Construction Company, which Company held a contract with the State. Mr. Douglas has been acting as trustee for the Berndt Construction Company, and has done a wonderful job. The Berndt Construction Company was in financial distress when Mr. Douglas took over, and I am sure that if the claims you have submitted are claims for which the Berndt Construction Company is liable, Mr. Douglas will give these matters the attention they merit. I have therefore sent a copy of your letter to Mr. Douglas, and I am sure that he will answer you direct.

If Mr. Rex is a subcontractor under the Berndt Construction Company and the claims presented are legitimate claims, I think that the Berndt Construction Company's bondsmen could be called on to take care of the claims. You will hear from Mr. Douglas shortly.

Yours very truly,

JMD:FRC

J. M. DEVERS

cc- Mr. George F. Douglas
Mr. H. B. Glaisyer

NOTED ON CARD
1-20-50, gR

NOTED
H. B. GLAISYER

7:15

[illegible]

3:15

January 18, 1950

Mr. J. M. Devers
Chief Counsel

Attached is a letter directed to the Oregon State Highway Commission from George W. Neilson, District Attorney of Jackson County, Medford, concerning four claims against Walter Berndt Construction Company. I think it best that you reply to this communication. Will you kindly give me a carbon copy of whatever answer you may prepare? Thanks a lot.

Secretary

HBG:ts
Enc.

cc - F. A. Query

Mr. Query: Attached is a copy of Mr. Neilson's letter. This should be recorded on the card. I will refer Mr. Devers' answer to you when I get a copy of it, and that also should be recorded on the card.

[illegible]

1-18-50 29

PY

GEORGE W. NEILSON
District Attorney
Jackson County
Medford, Oregon

January 12, 1950

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

During the past two months we have had a number of employees of the Rex Hauling Company call at this office with checks issued by that company signed by A. A. Rex, for work performed on State Highway No. 238, in the Sams Valley District of this county. We understand Rex was a sub-contractor under the Berndt Construction Company and issued a number of checks, which were returned by the bank unpaid, to his men working under the sub-contract. About a month ago a warrant was issued for Rex' arrest and he did come to Medford and paid off some of these checks but since that time we have had other employees call at the office, and now have the following checks for collection:

Date	Payee	Amount
10/27/49	Cleo Epps	$ 184.29
11/10/49	E. F. Sine	238.50
11/10/49	Cleo Epps	178.98
11/10/49	Earl Bostwick	202.63

Will you kindly advise if the bond furnished by the Berndt Construction Company secures the payment of labor under the sub-contract of Rex and what, if anything, can be done to secure payment of the checks now held.

Thanking you for your cooperation in this matter, I am,

Very truly yours,

/s/ George W. Neilson

George W. Neilson
District Attorney

GWN h

1-18 [illegible]

RECEIVED
JAN 23 1950
FOR FILING

Mrs Lewis

79852(2)&52(1)
3115

January 20, 1950

Davis, Walton & Richmond
218 U. S. National Bank Building
Roseburg, Oregon

Attention: Mr. James G. Richmond

Gentlemen:

We have your letter of January 16 advising that Mr. Farrel E. West has retained your firm to collect a claim in the amount of $1,918 owed to Mr. West by Berndt Construction Company for work performed on the Sams Valley Road between Gold Hill and the Medford-Crater Lake Highway. From the description given us this appears to be our Contract No. 3115 with the Walter Berndt Construction Company for grading and surfacing on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. This job is still incomplete.

The Continental Casualty Company, whose agent in this instance is Parker H. Lyman, 409 Wilcox Building, Portland 4, furnished the bond in connection with this contract.

The address we have for Mr. Berndt is Box 427, Vancouver, Washington.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-20-50, g-R

3115

LAW OFFICES
DAVIS, WALTON & RICHMOND
218 U. S. NATIONAL BANK BLDG.
ROSEBURG, OREGON

ROBERT G. DAVIS
DUDLEY C. WALTON
JAMES G. RICHMOND

January 16, 1950

State Highway Department
Salem, Oregon

Re: Berndt Construc. Co.

Gentlemen:

Farrel E. West has retained this firm to collect for him the sum of $1,918.00 which he claims is owed to him by Berndt Construction Company for work performed by Mr. West on the Sams Valley Road between Gold Hill and the Medford-Crater Lake Highway in the early fall of last year, 1949.

Any information you can give me as to the present location of Mr. Berndt and information as to whether or not this work was a state highway construction job will be appreciated.

Sincerely yours,

James G. Richmond
JAMES G. RICHMOND

JGR:dc

1-17-50, gl

[illegible]
SECRETARY

VED
ON
COMMISSION

Prepare reply and usual [illegible]

RECEIVED
JAN 23 1950
FOR FILING

71852(2)5-(1)

3115

Geo Lewis

January 20, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen

This is to advise that we have received a letter from Mr. James G. Richmond, U. S. National Bank Building, Roseburg, Oregon, advising that Mr. Farrel E. West has placed with them for collection a claim in the amount of $1,918 which Mr. West claims is owed to him by the Berndt Construction Company for work performed on the Sams Valley Road between Gold Hill and the Medford-Crater Lake Highway in the early fall of 1949. This appears to be our Contract 3115 with Walter Berndt Construction Company for grading and surfacing on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with the above mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md

cc - Mr. Parker R. Lyman
409 Wilcox Building
Portland 4, Oregon

Mr. George F. Douglas
c/o Walter Berndt Construction Co.
Box 427
Vancouver, Washington

Walter Berndt Construction Co.
Box 427
Vancouver, Washington

1-20-50

RECEIVED
JAN 18 1950
FOR FILING

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3115

Mrs Lewis

January 16, 1950

Mr. William M. McAllister
Attorney at Law
Fluhrer Building
Medford, Oregon

Attention: Mr. Carl M. Brophy

Dear Mr. McAllister:

This is to acknowledge your letter of January 10 concerning a claim that your client, the Olympic Petroleum and Equipment Company has against the Walter Berndt Construction Company in connection with Contract 3115 for grading and surfacing on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

The affidavit of claim attached to the letter shows an amount of $2,244.88 as being owed to the Olympic Petroleum and Equipment Company.

As requested we are enclosing herewith a certified copy of Contract 3115 and the bond executed in connection therewith.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

1-16-50, gE

RECEIVED
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FOR FILING

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3115

Mr Lewis

January 16, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received an affidavit of claim from William M. McAllister, Fluhrer Building, Medford, Oregon, in behalf of the Olympic Petroleum and Equipment Company in the amount of $2,244.88 for materials furnished the Walter Berndt Construction Company in connection with their Contract 3115 for grading and surfacing the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the Bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc- Mr. Parker E. Lyman
409 Wilcox Building
Portland 4, Oregon

Walter Berndt Construction Company
Box 427
Vancouver, Washington

Mr. George F. Douglas
c/O Walter Berndt Construction Company
Box 427
Vancouver, Washington

NOTED
H. B. GLAISYER

1-16-50 g.l.

WILLIAM M. McALLISTER
ATTORNEY AT LAW
FLUHRER BUILDING
MEDFORD, OREGON

ASSOCIATE
ROBERT B. DUNCAN

January 10, 1950

3115

Oregon State Highway Commission
Salem, Oregon

Re: Walter Berndt Construction Company

Gentlemen:

The Walter Berndt Construction Company was awarded State Highway Contract #3115 by the Oregon State Highway Commission on March 25th, 1949. Our client, Olympic Petroleum and Equipment Co. has sold and delivered materials to the above company for use in the completion of work under that contract.

The last date of sale made on this account was October 31st, 1949, and although repeated demands have been made by us upon the Walter Berndt Construction Company the only payment since October 31st has been in the amount of $99.76, leaving a balance due and owing of $2,244.88.

We would appreciate your sending to us a certified copy of the above contract and a certified copy of the bond furnished by Walter Berndt Construction Company. As required in Section 98-101 O.C.L.A., we are enclosing herewith an affidavit by George W. Field, president of Olympic Petroleum and Equipment Co., setting forth the nature of that company's claim and the fact of non-payment.

Thank you for your cooperation in this matter.

Very truly yours,

Wm. M. McAllister

Carl M. Brophy

By Carl M. Brophy

CMB:pg

RECE D
JAN 1
STATE ION

1-13-50 gl

A F F I D A V I T

State of Oregon)
) ss.
County of Jackson)

I, George W. Field, after first being duly sworn, depose and say: That I am president of Olympic Petroleum and Equipment Co., an Oregon corporation, and

That between, on or about March 30, 1949, and October 31, 1949, Olympic Petroleum and Equipment Co. sold and delivered certain materials to Walter Berndt Construction Company, and

That such materials were used by said Walter Berndt Construction Company in the prosecution of work under STATE HIGHWAY CONTRACT #3115.

That there is a balance of Two Thousand Two Hundred Forty-four and 88/100 Dollars ($2,244.88) due and owing for such materials so sold and delivered.

Further deponent sayeth not.

George W. Field
President, Olympic Petroleum and
Equipment Co.

Subscribed and sworn to before me this 12th day of January, 1950.

Marion L. Langley
Notary Public for Oregon
My commission expires: 9-11-51.

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FOR FILING

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852(1)
3115

January 11, 1950

Mr. George F. Douglas
c/o Walter Berndt Construction Co.
P. O. Box 427
Vancouver, Washington

Dear Mr. Douglas:

I want to thank you for your letter of January 9, regarding Elwood F. Sine. I am sorry my letter of January 3, was sent to Yakima, but we have two addresses here in our office for Walter Berndt Construction Company and the wrong one was inadvertently used.

Hereafter, all correspondance with Walter Berndt Construction Company will be directed to them through P. O. Box 427, Vancouver, Washington, unless otherwise instructed. That will include our "Notice to Contractors" and "Tabulation of Bids". If my way of thinking is not correct, will you please set me right, because six days is entirely too long a time to take a letter to go from Salem to Vancouver.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

WHD:ts

REFERRED TO Query
BY SECRETARY

to note -
Have Cecil correct mailing list accordingly

NOTED
C. W. HEAD
JCL

Correction made
1/12/50
E. W. Head

NOTED
F. QUERY

Walter Berndt Construction Company
ROAD BUILDING • DIRT MOVING • ROCK CRUSHING
BOX 427
Vancouver, Washington

1950
January 9

NOTED
H. B. GLAISYER

Mr. H. B. G;aisyer, Secy.
State Highway Commission
Salem, Oregon.

Dear Mr. Glaisyer:-

Your communication of January 3, re- Elwwod F Stine, was in this morning's mail, delayed perhaps by it being sent to Yakima Washnigton, instead of Vancouver.

Our records show that the time card for Mr Sine was postmarked out of Medford on December 24th and arrived here on December 26.

A check for $ 59.09 , check number 466 was made out and mailed that same day, Dec. 26, to Medford, Oregon.
The total amount of his earnings was $ 61.85 less deductions made the net amount $ 59.09.

The men at Medford on the Contract 3115 job, make out their own time cards and sign them; it therefor appears that the delay in getting it into the mail was at Medford; we checked the time card here for correctness and mailed the check out the same day as it was received here. I presume Mr Sine has his check as we have heard nothing regarding the matter until the receipt of your letter this morning.

I am forwarding a copy of this letter to Mr. W. E. Kimsey,
State Labor Commissioner
State Library Building
Salem, Oregon.

Thanking you for your inquiry, I am

Very truly yours,

Walter Berndt Construction Co.

Geo. F. Douglas.

by Geo. F. Douglas.

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JAN 11 1950
OREGON
STATE HIGHWAY COMMISSION

H. B. GL[illegible]

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January 10, 1950

Walter Berndt Construction Co.
Box 427
Vancouver, Wash.

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion your request for an extension of time of 273 days, from October 31, 1949 to July 31, 1950, within which to complete your contract No. 3115 covering the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

The Highway Commission granted you an extension of time on this contract from October 31, 1949 to June 30, 1950 without penalty, with the understanding that a further extension beyond June 30 will be subject to the usual engineering penalty. I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:gl

cc: K. D. Lytle,
Division Engineer

H. G. Smith

[illegible]LD ON CARD
1-10-50 gl

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Files

January 3, 1950

Mr. George F. Douglas, Trustee
Walter Berndt Construction Co.
2010 Summit View
Yakima, Washington

Dear Mr. Douglas:

I am calling to your attention the labor claim of Mr. Elwood F. Sine against Walter Berndt Construction Company, arising, I believe, out of Contract No. 3115 for the construction of the Snider Creek-Crater Lake Junction Section.

This claim has been brought to my attention by Mr. W. E. Kimsey, State Labor Commissioner, with whom it has been filed by Mr. Sine. My understanding of the matter is that Mr. Sine was promised payment for his services by December 23, 1949, but he has not received it to date, which accounts for the fact that he has taken up the matter with the State Labor Commissioner, Mr. Kimsey.

I will appreciate hearing from you regarding this claim so that I may clear the Highway Commission's records on the subject.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[redacted]

cc - Mr. W. E. Kimsey
State Labor Commissioner
State Library Building
Salem, Oregon

cc - F. A. Query

NOTED ON CARD
1-2-50-gk

FOR FILING

Kinsey Pa
boy at Ashland
worked for Walter Brant

Elwood F. Kline
Ashland

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December 12, 1949

Request for extension of time
No. 18
December 19 and 20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Walter Barndt Const. Co. for an extension of time on Contract No. 3115, Snider Creek-Crater Lake Junction Section, from October 31, 1949 to July 31, 1950.

The contractor encountered financial difficulties which forced him to close down for several months, and for that reason he was unable to complete the oiling this year. He has requested an extension to July 31, 1950, but it is my belief that the project should be completed by June 30, 1950. I would recommend an extension to that date with the understanding that a further extension beyond June 30 would be subject to the usual engineering penalty.

Mr. T. N. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

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3115

Files

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 9, 1949

SUBJECT:

REFERRED TO [illegible] BY SECRETARY

[illegible] note on card.

To: Mr. H. B. Glaisyer

Secretary

Dear Mr. Glaisyer:

I am advised by George F. Douglas, Trustee for Walter Berndt and Austin McCoy, that Berndt has assigned to McCoy monies to be earned under the Berndt Construction Contract No. 3115 to reimburse McCoy for advances that he has made and is making for the payment of bills incurred in the performance of the contract. In the future when payments are made the warrant or check should be made as they have been made under the contract between the Highway Commission, McCoy and the Berndt Construction Company, but all sent, of course, to Mr. Douglas. The purpose of the assignment is to protect Mr. McCoy against attachments of monies earned, and which should rightfully go to Mr. McCoy to reimburse him for monies advanced for the payment of legitimate bills against the job. If you want to confer with me at any time before payments are released, I will be glad to have you call.

I am sending a copy of this letter to Mr. Hawke so that he will have this same information and will have the same privilege of checking with this office in the event attachments are filed.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH

cc - M. H. Hawke
Geo. F. Douglas

ON CARD
12-22-[illegible]

NOTED
H. B. GLAISY[illegible]

NOTED
[illegible] QUER

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DEC [illegible] 49
FOR FILING

[illegible]

3115

Mrs Lewis

December 7, 1949

Valley Center Oil Company
Box 702
Central Point, Oregon

Gentlemen:

This is to acknowledge your letter of December 5, advising that the Walter Bernit Construction Company owe you $290.65 for petroleum products furnished in connection with his Contract 3115 for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

The Continental Casualty Company furnished the bond on this contract and their agent in this instance is Parker H. Lyman, 409 Wilcox Building, Portland 4.

If you feel that it is necessary to protect your claim beyond the normal period of six months after the job is completed and accepted, it is suggested that the claim be filed with the Secretary of State. We are enclosing an excerpt from the Oregon Law outlining the procedure necessary to file such a claim.

We will advise the surety and the contractor that your claim has been received in this office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
12-7-49

Central Point, Oregon
December 5, 1949

OREGON STATE HIGHWAY DEPARTMENT
SALEM, OREGON

Gentlemen,

The Walter Berndt Construction Co., Vancouver, Washington has a past due account with us in the amount of $ 290.65 covering deliveries of petroleum products to OREGON STATE HIGHWAY project # 3115 located in Jackson County, Oregon.

We cannot secure settlement of this account and it appears that we will have to file our claim to collect. We would appreciate the name of the firm holding the bond on this project and any other information that you could give us that would assist in filing this claim.

Yours truly,

Valley Center Oil Co.

By Ted Heinecker

Valley Center Oil Co.
Box 702
Central Point, Oregon

12-6-49 E.J.C.

RECEIVED
DEC 6 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

Mrs Lewis

December 7, 1949

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

This is to advise that on December 6th we received a letter dated December 5th from the Valley Central Oil Company, Box 702 Central Point, advising that the Walter Bernit Construction Company has a past due account with them in the amount of $290.65 for petroleum products delivered in connection with Contract 3115 for work on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Parker M. Lyman
409 Wilcox Building
Portland 4, Oregon

Walter Bernit Construction Co.
Box 427
Vancouver, Washington

George F. Douglas
Walter Bernit Construction Co.
Box 427
Vancouver, Washington

NOTED ON CARD
12-7-49 go

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FOR FILING

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3115

File

December 6, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3115, Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway, Ore. S-52 (1), FAS 52 (2) from October 31, 1949 to July 31, 1950 to Walter Bozarth Construction Co., Contractors.

The contractor encountered financial difficulties which forced him to close down for several months during the construction season, and for that reason he was unable to complete the oiling this year.

It is believed that the difficulties encountered by the contractor were beyond his control, and for that reason I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

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FOR FILING
FORM E-30X

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 1, 1949

SUBJECT:

To: Memorandum - Walter Berndt Construction Company

On November 30 Mr. Douglas of Vancouver, who is the trustee representing the Construction Company and creditors, called at the office to discuss some things involved in his handling of the work as trustee.

He said that Mr. McCoy has advanced money to finance the job as such funds are needed, and is then reimbursed out of payments made by the State to the contractor. He said, however, that the job is nearing completion, or is nearing the status where it will have to be closed down for the winter, and he is fearful that some creditors who became a creditor prior to the arrangement by which Douglas was made trustee, might seek to attach payments earned since the date of the trusteeship. I told him that if any such action were taken we would take the position here in this office that funds earned under such trusteeship would be applied first to the payment of debts, including funds advanced by Mr. McCoy, and that the old debts would be treated as the responsibility and obligation of the surety company, because the surety company has given no encouragement and no help to carry on the work since the establishment of the trusteeship.

Very truly yours,

J. M. DEVERS

JMD:NH

CC - H. B. Glaisyer ✓

REFERRED TO
BY SECRETARY

NOTED
E. QUER

RECEIVED
DEC 2 1949
FOR FILING

AS 52 (1)
52 (2)

Salem, Oregon
November 29, 1949

Mr. W. C. Williams

Today Mr. Wermark, who is a subcontractor building the culverts on the Sams Valley Section in Jackson County, called me. He claims that the contractor owed him from $8,000 to $9,000 and he must have some money, but Mr. Douglas says he cannot pay him any more. I will contact Douglas by phone today and add a memo on this letter as to what occurred.

Please remind me that Mr. Wermark will call me at noon Thursday, and I would like to discuss it with you Thursday morning.

R. H. Baldock

RHB:hi

RECEIVED
OCT 7 1949
FOR FILING

Fa S 52 (2)
S 52 (1)
3115

October 6, 1949

Oregon State Highway Commission
Salem,
Oregon

Gentlemen:

This will acknowledge receipt of the State of Oregon Warrant No. R 359922 dated October 6, 1949, payable to the order of Walter Berndt Construction Company and Austin B. McCoy, said warrant being in the amount of $32,968.80, covering payment for work performed by Walter Berndt Construction Company during the month ending September 10, 1949, in connection with State Highway Contract No. 3115 for the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway.

This warrant will be deposited to the Special Account of the Walter Berndt Construction Company and Austin B. McCoy in the First National Bank of Portland, Main Branch, pursuant to the agreement between the State Highway Commission and Walter Berndt Construction Company, Austin B. McCoy and the First National Bank of Portland.

WALTER BERNDT CONSTRUCTION COMPANY

By Geo. F. Douglas
George F. Douglas, Trustee

RECEIVED
AUG 29 1949
FOR FILING

FORM E-30

3115

3115

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26, 1949

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

With respect to the claim submitted by O. B. Zimmerman against the Berndt Construction Company, I report that I have called this claim to the attention of Mr. Douglas and have asked that he contact these people direct.

Very truly yours,

J. M. DEVERS

JMD:NH

Query
noted & return

NOTED ON CARD
26-49

RECEIVED
AUG 29 1949
FOR FILING

3115

Mrs. Lewis

Salem, Oregon
August 24, 1949

Memorandum to J. M. Devers

Attached is the original and a copy of a letter received by us today from O. B. Zimmerman presenting a claim against the Berndt Construction Company. This apparently is in connection with Contract 3115 with the Walter Berndt Construction for grading and surfacing on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

Will you kindly return the original ~~copy~~ of the letter to us with a copy of your reply to Mr. Zimmerman so that we may enter it on our regular records in connection with this contract.

Secretary

FAQ:md
Attach.

NOTED ON CARD
8-24-49 ak

Central Point, Oregon
Aug. 19, 1949

State Highway Commission
Salem, Oregon

Dear Sir:

I would like to inquire about collecting rent on a Cletrac tractor I rented Berndt Construction Co. The Berndt Const. Co. of Vancouver Wash. is working on State Highway 234 between Gold Hill and Dodge Bridge. This is where my tractor has been working.

My tractor was rented on the 7th. of June 1949 and to date have not received the rent money. I am to receive $350.00 per month for tractor.

Please advise me what to do. Thank You.

Yours truly,

O.B.Zimmerman

/s/ O. B. Zimmerman

Route 1 Box 381

Central Point, Oregon

8-12-49

RECEIVED
AUG 29 1949
FOR FILING

3116

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

3115

August 24, 1949

Mr. George F. Douglas
c/o Walter Berndt Construction Company
Box 427
Vancouver, Washington

Dear Mr. Douglas:

The Highway Commission received today a letter from Gus Newbury, an attorney in Medford whose address is U. S. National Bank Building, Medford, to which letter he attached a claim made by Ralph G. Hunter against the Walter Berndt Construction Company in the sum of $2,000, which claim is for rent of a D-8 Caterpillar tractor with dozer from April 29 to June 29, 1949, at the rate of $1,000 per month.

I have written Mr. Newbury and have told him of your relationship and position in connection with this concern. May I suggest that you write Mr. Newbury direct concerning this matter, and let me know also what disposition is being made of the claim.

Very truly yours,

J. M. DEVERS

JMD:NH

CC - H. B. Glaisyer ✓

Query
note this on the card — also note
that Mr Devers has the claim.
HBG

NOTED ON CARD

RECEIVED
AUG 9 1949
FOR FILING

718-52(2) 52(1)

3115

Files

Mrs Lewis

August 8, 1949

M. H. Hauke
Chief Accountant

I hand you herewith two fully executed copies of an agreement between the State Highway Commission, Walter Berndt Construction Company and George F. Douglas, covering the financing of the Walter Berndt Construction Company Contract No. 3115, for grading and surfacing the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County. You will note that future payments in connection with this contract are to be mailed direct to the First National Bank of Portland, Main Branch, where they will be deposited in an account under the name of "Walter Berndt Construction Company and Austin B. McCoy, Special Account". All future vouchers in connection with this job therefore should be prepared in favor of Walter Berndt Construction Company and Austin B. McCoy, Special Account. Warrants covering these payments should be prepared in a like manner.

That the Secretary of State may have knowledge of these proceedings, I enclose a fully executed, duplicate copy of the agreement for you to forward to the Secretary of State with the next voucher.

The warrant covering payment of the $16,452.54, mentioned in the agreement, was paid out today. I attach a receipt from Mr. Douglas, who is securing Mr. Berndt's endorsement, and is depositing it to the special account in the bank.

In view of the fact that the finances of Walter Berndt Construction Company apparently are now in satisfactory condition, it no longer will be necessary for you to withhold payments to the company. They may be released as they arrive, in conformity with the provisions of the attached agreement, which, incidentally, was approved by the Highway Commission at its meeting on August 1, 1949.

Secretary

MBC:ts
Enc.

cc - F. A. Query

NOTED ON CARD

8-8-49 gl

CEIVED
AUG 8 1949
FOR FILING

Salem, Oregon
August 8, 1949

Oregon State Highway Commission
Salem, Oregon

I hereby acknowledge receipt of a State of Oregon warrant No. R-355,456, dated August 6, 1949, in the amount of $16,452.54, payable out of the State Highway Fund to the order of Walter Berndt Construction Company.

Respectfully yours,

Geo. F. Douglas

RECEIVED
AUG 10 1949
FOR FILING

Ja552(2)
552(1)

August 3, 1949

Mr. K. C. Wernmark
Triple A Block & Building Co.
Hamrick Road
Medford, Oregon

Dear Sir:

In regard to the Berndt contract for grading and oiling work on the Snider Creek-Crater Lake Junction Section, an agreement is being entered into between the Highway Commission, Berndt and others, whereby $25,000 is to be placed in the custody of Berndt's banker for use in financing completion of the contract, including payment of all incurred obligations. This agreement has been signed by the Commission and is being sent today to Berndt for his signature.

When the agreement is fully executed, we will make payment of the $16,452.54 owing to Berndt for work performed to June 10. This payment will be made to the bank and with this money available in addition to the $25,000, Berndt and his banker should be able to meet their obligation to you promptly.

If you have not already worked out necessary arrangements with Mr. Berndt, we suggest that you do so. It is our understanding that Mr. Berndt is now on the job.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

RECEIVED
DEC 13 1949
FOR FILING

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

August 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing herewith for your files an executed copy of an agreement for Oregon S-52(1), Snider Creek-Rogue River Section of the Sams Valley Highway in Jackson County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Jm

RECEIVED
AUG 2 1949
OREGON
STATE HIGHWAY COMMISSION

pr 7717

State Oregon

Federal Aid Secondary Project No. S-52(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of July, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a program, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 14th day of February, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of One hundred two thousand and 00/100 dollars ($102,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

- FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 446+05 on the south line of Section 28, T. 35 S., R. 2 W., W.M., and survey station 703+00 in the SW 1/4, Section 17, T. 35 S., R. 1 W., W.M., without exception.

, length 4.866 miles, in Jackson County,

being Oregon Federal Aid / Secondary project No. S-52(1), consisting of 4.862 miles of

roadway and one bridge of more than 20 feet clear span, 0.004 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11370-2

(b) Wherever in this document the terms "Public Roads Administration" and "Federal Works Agency" appear, they shall include or have reference to the Bureau of Public Roads and the General Services Administration, as the context requires, to conform to the Federal Property and Administrative Services Act of 1949, Public Law 152, approved June 30, 1949.

UNITED STATES PRO

ARTICLE IV. The United Sta

actually put into the work o

dollars ($

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred two thousand and 00/100 dollars ($102,000.00), which does not exceed the authorized Federal pro rata share of one hundred seventy thousand eighty-six and 40/100 dollars ($170,086.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 132

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By Ben R Chandler
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 10—11279-8

RECEIVED
★ JUL 20 1949 ★
OREGON DISTRICT

RECEIVED
DEC 13 1949
FOR FILING

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS
~~[illegible]~~
~~[illegible]~~
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

August 1, 1949

REFERRED TO
Rubert

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FAS-52(2)
Rogue River-Crater Lake Junction
Section of the Sams Valley Hwy.

Dear Sir:

Enclosed herewith for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
AUG 1949
OREGON
STATE HIGHWAY COMMISSION

(Revised 1946)

pr 7718

State Oregon

Federal Aid Secondary Project No. FAS-52(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of July, 1949,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of August, 1947, a program, which was approved on the 28th day of January, 1948, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 14th day of February, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-seven thousand and 00/100 dollars ($27,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 745+50 in the SE 1/4, Section 17, T. 35 S., R. 1 W., W.M., and survey station 813+22.1 in Section 15, T. 35 S., R. 1 W., W.M., without exception,

, length 1.282 miles, in Jackson County, being Oregon Federal Aid / Secondary project No. FAS-52(2), consisting of 1.282 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11879-2

(b) Wherever in this document the terms "Public Roads Administration" and "Federal Works Agency" appear, they shall include or have reference to the Bureau of Public Roads and the General Services Administration, as the context requires, to conform to the Federal Property and Administrative Services Act of 1949, Public Law 152, approved June 30, 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty-seven thousand and 00/100 dollars ($27,000.00), which does not exceed the authorized Federal pro rata share of forty-eight thousand, thirty-seven and 00/100 dollars ($48,037.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the state Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By Ben R Chandler
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

[illegible] FOR APPROVAL:
STATE HIGHWAY ENGINEER

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By
Acting Division Engineer,
Public Roads Administration.

RECEIVED
★ JUL 20 1949 ★
OREGON DISTRICT

RECEIVED
AUG 30 1949
FOR FILING

3115

3-d

Walter Berndt Construction Company
ROAD BUILDING • DIRT MOVING • ROCK CRUSHING
BOX 427
Vancouver, Washington

July 27, 1949

Subject:
Contract No. 3115 , Sams Valley

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock
State Highway Engineer

Dear Mr. Baldock:

In response to your request of recent date, we are furnishing the following information which we trust, merits your consideration.

Attached is the list names, check numbers and amounts of labor and others in question as of July 15.
Funds have been deposited in the U. S. National Bank of Portland to honor all checks drawn upon that institution; there has been a fund deposited in the First National Bank of Portland to honor the balance of checks not issued on the U. S. National Bank. These funds are sufficient to take care of all outstanding check obligations as of July 15.

The funds in the First National Bank of Portland, where it is anticipated all future checks will be drawn, are deposited in the account of the "WALTER BERNDT CONSTRUCTION CO. and AUSTIN B. Mc COY SPECIAL ACCOUNT".
Any checks drawn against this account will not be honored if signed by another individual or group of individuals except the name of the writer "Geo. F. Douglas", who acts as an agent and trustee of this account for Walter Berndt Construction Co. and Austin B. McCoy, of Vancouver, Washington.

The amount of $ 25,000.00 is available for this fund, this together with the $16,452.54 now due from the estimate as of July 10 making a total of $41,452.54 is deemed sufficient to reopen the work now under suspension and with subsequent estimate payments, carry the work to meet the requirements of the State Highway Commission as set forth in the plans and specifications.

We desire to call your attention to the fact that the work stoppage was not brought about by lack of cooperation in the field between the State Engineers and the contractor, nor was it because of inferior work or lack of ability of the contractor to perform, nor because of lack of progress; but was due entirely to a sudden and unanticipated financial crisis which we feel now has been successfully overcome, without assistance or cooperation from the Surety who still remain a party to the contractor's obligations to the State for a successful completion of the project and the payment of all accounts incidental thereto.

The work stoppage has resulted in something of a disorganization of the field forces, which throws an additional burden upon the contractor to complete

within the specified time limit, however all equipment remains intact upon the job, Is in good condition and ready for immediate operation on the remaining grading.
In addition to this it is anticipated that within 10 days, movement to place the gravel surfacing upon the already completed roadway, will be under way thus carrying both grading and surfacing operation on simultaniously, together with backfilling around the structures which are now completely cured, providing a continuous and logical operation which we feel sure will be satisfactory to the State.

We therefor respectfully request that you give this your serious consideration and trust you will present to the Commission your recommendation that the contract be not voided, but that the Contractor be allowed to proceed immediately.

We desire to express our sincere appreciation of your full cooperation and your attitude of helpfulness which we know to be strong facters in overcoming the crisis which we had to surmount.

Trusting that the above information fully sets forth your requirement and assuring you of our full cooperation in furnishing any further evidence of our ability to meet the needs for fulfilling the contract, we are,

Very truly yours,

Walter Berndt Construction Company

Geo. F. Douglas

By Geo. F. Douglas.

July 25, 1949

The following is a list of outstanding unhonored checks of the Walter Berndt Construction Company and signed by Walter Berndt and/or Pat C. Thornton on the Sams Valley State Highway Project near Medford, Oregon.

U. S. National Bank, Portland, Oregon
Main Branch.

5-25	# ~~406~~ 179	Collector of Internal Revenue	$ 78.71
6-24	# 196	Flagg, P. U. C.	129.46
	# 209	Rural Gas	23.95
	#212	Cal-Ore Machinery	800.00
6-20	#1088	Chas. R. Hadley Co.	11.51
6-11	#1077	W. J. Witherington	126.20
	#1083	Donald Dunbar	117.26
6-18	#1097	Ralph Hunter	261.28
	#1101	Anton Zaitz	68.97
	#1606	Julius Davis	64.23
	#1608	J. B. Marshall	56.53
6-25	#1633	W. F. Witherington	126.20
	#1634	W. L. Merritt Jr.	124.30
	#1635	C. W. Standley	147.88
	#1636	Ralph Hunter	130.00
	#1637	P. H. Knodel	128.66
	#1638	Carl Ashcraft	80.98
	#1639	W. H. Baker	104.70
	#1640	Donald Dunbar	117.26
	#1641	Julius Davis	64.24
	#1642	Howard Forbes	58.44
	#1643	J. B. Marshall	56.54
	#1644	Clinton Larson	133.90
	#1645	Wm. L. Merritt	124.30
	#1646	Anton Zaitz	67.31
	#1674	E. A. Kivinen	223.40
	#1681	Earl Tweitmeyer	95.00
	#1682	Geo. F. Douglas	114.19
	#1683	Gladys M. Douglas	63.05
			$ 3,698.45

To the U. S. National Bank Main Branch, Portland:

You are hereby authorized to pay any charge to the account of Walter Berndt Construction Company and Austin B. McCoy, Special Account opened with you July 25, 1949, as indicated by the above list.

Signed - Austin B McCoy

WALTER BERNDT CONSTRUCTION COMPANY
& AUSTIN B. McCOY SPECIAL ACCOUNT

July 25, 1949

Sams Valley State Highway Project near MEDFORD, Oregon

Payroll Week ending July 2.

			Fed. W. Tax.
#1843	W. L. Merritt	$ 102.13	$ 16.40
#1844	Bill Witherington	104.03	14.50
#1845	W. L. Merritt, Jr.	74.79	11.40
#1816	Phillip Knodel	55.93	12.60
#1817	Wylie Baker	67.32	3.20
#1818	Ralph Hunter	72.40	4.10
#1819	Donald Dunbar	96.65	11.10
#1820	Anton Zaitz	70.53	3.50
#1821	Julian Davis	64.23	.40
#1822	J. B. Marshall	56.53	8.10
#1823	Howard Forbes	61.65	6.50
#1824	Clint Larson	111.73	6.80
#1825	Cecil Standley	108.53	10.00
		$ 1,046.45	$ 108.60
#401	Walter Berndt	150.00	
#402	Geo. F. Douglas	125.00	
		$ 1,321.45	$ 108.60

July 25, 1949

WALTER BERNDT CONSTRUCTION COMPANY
& AUSTIN B. McCOY SPECIAL ACCOUNT

Sams Valley State Highway Project near Medford, Oregon

Payroll - Week ending July 9.

			Fed. W. Tax
#1829	Ralph Hunter	$ 40.94	$ .00
#1830	Clinton Larson	91.82	3.00
#1831	W. L. Merritt	82.22	12.60
#1832	W. L. Merritt, Jr.	56.55	8.10
#1833	Cecil Standley	88.02	6.80
#1834	Bill Witherington	84.12	10.70
#1835	Phillip Knodel	86.12	8.70
#1836	Wylie Baker	39.95	.00
#1837	Donald F. Dunbar	92.27	9.60
#1838	Howard Forbes	27.80	.40
#1839	Anton Zaitz	44.65	.00
		$ 734.46	$ 59.90
#403	Walter Berndt	150.00	
#404	Geo. F. Douglas	125.00	
		$ 1,009.46	$ 59.90

July 25, 1949

WALTER BERNDT CONSTRUCTION COMPANY
& AUSTIN B. McCOY SPECIAL ACCOUNT

Sams Valley State Highway Project near Medford, Oregon

Payroll Week ending July 16.

			Fed. W-Tax
#1840	Don Dunbar	$ 31.34	$ .00
#1841	Ed. Kivinen	225.90	21.50
#1842	Standley, C. W.	22.63	.00
		$ 279.87	$ 21.50

#405 Main Branch The First National Bank of Portland

Withholding Tax Week ending	7-2-49	108.60
	7-9-49	59.90
	7-16-49	21.50
	Check #405 .	$ 190.00

July 25, 1949

The following is a list of outstanding unhonored checks of the Walter Berndt Construction Company and signed by Walter Berndt and/or Pat C. Thornton on the Sams Valley State Highway Project near Medford, Oregon.

U. S. National Bank, Portland, Oregon
Main Branch.

5-25	# 179	Collector of Internal Revenue	$ 78.71
6-24	# 196	Flagg, P. U. C.	129.46
	# 209	Rural Gas	23.95
	# 212	Cal-Ore Machinery	800.00
6-20	#1088	Chas. R. Hadley Co.	11.51
6-11	#1077	W. J. Witherington	126.20
	#1083	Donald Dunbar	117.26
6-18	#1097	Ralph Hunter	261.28
	#1101	Anton Zaitz	68.97
	#1606	Julius Davis	64.23
	#1608	J. B. Marshall	56.53
6-25	#1633	W. F. Witherington	126.20
	#1634	W. L. Merritt Jr.	124.30
	#1635	C. W. Standley	147.88
	#1636	Ralph Hunter	130.00
	#1637	P. H. Knodel	128.66
	#1638	Carl Ashcraft	80.98
	#1639	W. H. Baker	104.70
	#1640	Donald Dunbar	117.26
	#1641	Julius Davis	64.24
	#1642	Howard Forbes	58.44
	#1643	J. B. Marshall	56.54
	#1644	Clinton Larson	133.90
	#1645	Wm. L. Merritt	124.30
	#1646	Anton Zaitz	67.31
	#1674	E. A. Kivinen	223.40
	#1681	Earl Tweitmeyer	95.00
	#1682	Geo. F. Douglas	114.19
	#1683	Gladys M. Douglas	63.05
		To the U. S. National Bank, Main Branch, Portland:	$3698.45

You are hereby authorized to pay any charge to the account of Walter Berndt Construction Company and Austin B. McCoy, Special Account opened with you July 25, 1949, as indicated by the above list.

(Signed) Austin B. McCoy

COPY

WALTER BERNDT CONSTRUCTION COMPANY
& AUSTIN B. McCOY SPECIAL ACCOUNT

July 25, 1949

Sams Valley State Highway Project near MEDFORD, Oregon

Payroll Week ending July 2.

			Fed. W. Tax.
#1843	W. L. Merritt	$ 102.13	$ 16.40
#1844	Bill Witherington	104.03	14.50
#1845	W. L. Merritt, Jr.	74.79	11.40
#1816	Phillip Knodel	55.93	12.60
#1817	Wylie Baker	67.32	3.20
#1818	Ralph Hunter	72.40	4.10
#1819	Donald Dunbar	96.65	11.10
#1820	Anton Zaitz	70.53	3.50
#1821	Julian Davis	64.23	.40
#1822	J. B. Marshall	56.53	8.10
#1823	Howard Forbes	61.65	6.50
#1824	Clint Larson	111.73	6.80
#1825	Cecil Standley	108.53	10.00
		$1,046.45	$108.60
#401	Walter Berndt	150.00	
#402	Geo. F. Douglas	125.00	
		$1,321.45	$108.60

C
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July 25, 1949

WALTER BERNDT CONSTRUCTION COMPANY
& AUSTIN B. McCOY SPECIAL ACCOUNT

Sams Valley State Highway Project near Medford, Oregon

Payroll - Week ending July 9.			Fed. W. Tax
#1829	Ralph Hunter	$ 40.94	$ .00
#1830	Clinton Larson	91.82	3.00
#1831	W. L. Merritt	82.22	12.60
#1832	W. L. Merritt, Jr.	56.55	8.10
#1833	Cecil Standley	88.02	6.80
#1834	Bill Witherington	84.12	10.70
#1835	Phillip Knodel	86.12	8.70
#1836	Wylie Baker	39.95	.00
#1837	Donald F. Dunbar	92.27	9.60
#1838	Howard Forbes	27.80	.40
#1839	Anton Zaitz	44.65	.00
		$734.46	$59.90
#403	Walter Berndt	150.00	
#404	Geo. F. Douglas	125.00	
		$1,009.46	$59.90

C
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July 25, 1949

WALTER BERNDT CONSTRUCTION COMPANY
& AUSTIN B. McCOY SPECIAL ACCOUNT

Sams Valley State Highway Project near Medford, Oregon

Payroll Week ending July 16.			Fed. W-Tax
#1840	Don Dunbar	$ 31.34	$ .00
#1841	Ed. Kivinen	225.90	21.50
#1842	Standley, C. W.	22.63	.00
		$279.87	$ 21.50

#405 Main Branch The First National Bank of Portland

Withholding Tax Week ending	7-2-49	108.60
	7-9-49	59.90
	7-16-49	21.50
	Check #405	$190.00

C
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2-1

3-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 15, 1949

Oregon State Highway Commission

Gentlemen:

This is to certify that Walter Berndt Construction Company, which has Contract No. 3115 on the Sams Valley Secondary Highway in Jackson County for grading and oil mat surfacing of the Snider Creek-Crater Lake Junction Section at a bid price of $211,458, has failed to make payment for labor and materials.

The contractor is in grave financial difficulties and is not able to finance the work. Mr. Berndt has appealed to the surety and the surety has refused to finance him; therefore, in accord with paragraph 7-7, page 21, General Special Provisions of the Specifications and Contract Agreement, copy of which is attached, I hereby recommend that, due to the failure to promptly pay labor and materials, the contract be annulled.

Very truly yours,

State Highway Engineer

cc - J. M. Devers
W. C. Williams
H. B. Glaisyer

RECEIVED
FOR FILING
7852 (2)
852 (1)
3115

[illegible]

July 27, 1949

Bullis Truck Lines
1111 Court Street
Medford, Oregon

Gentlemen:

We have your letter of July 21 to which was attached a statement of your claim against the Walter Berndt Construction Company in the amount of $259.17 for equipment hauling performed for the contractor in connection with his contract No. 3115 for work on the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

The surety on this job is the Continental Casualty Company whose agent in this case is Parker H. Lyman, 409 Wilcox Building, Portland 4.

Your claim will be entered on our records and we will also advise the surety of its receipt.

If you wish to protect your claim beyond the normal period of six months after the job is completed and accepted, it is suggested that you file a claim with the Secretary of State. We are enclosing an excerpt from the Oregon Law outlining the procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
7-27-49 gc

HEAVY HAULING

Bullis
TRUCK LINES

MEDFORD, OREGON

July 21, 1949

3115

Oregon State Highway Commission,
Salem, Oregon.

Attn. Mr. Robert [illegible], Esq.

Dear Sir:

We enclose statement and W/I on account of Walter Pernot, Vancouver, Wash.

These charges were made on the Rose Valley job and while the account is admitted, there has been no [illegible] to settle.

Will you please hold this account to our charges against this job when making settlement with Mr. Pernot.

Yours very truly,
Bullis Truck Lines

By Bullis

[illegible]
[illegible]

RECEIVED
JUL 25 1949
[illegible]
STATE [illegible] COMMISSION

[illegible]
7-26-49 gc

M. "TUNY" BULLIS
PHONE 7344

OFFICE PHONE

HEAVY HAULING
Bullis
TRUCK LINES
1111 COURT STREET

ment

Medford, Oregon, July 21, 1949 19

Walter Berndt
Box 127
Vancouver, Wash.

DATE	DESCRIPTION	AMOUNT
Apr 14	Inv 1916	
21	" 1944	25.75
28	" 1965	21.73
		211.69
		259.17

Under Oregon P. U. C. Law all Freight Bills due within 7 days

COMBINATION TRANSPORTATION RECEIPT AND FREIGHT BILL

364

HOLLIS TRUCK LINES
34 Willamette Ave.
Medford, Oregon

Shipper's No. ______ No. 1916

Received at Local (Point of Origin) April 14, 1949 (Date) 19__

From Walter Berndt (Shipper) Box 427 Vancover Wash.

the property described below, in apparent good order which said Transportation Company (the word "Company" being understood as including any person or corporation in possession of the property) agrees to transport and deliver to consignee at his usual place of delivery (if on its own line or route), otherwise to deliver to another carrier on the route to said destination. It is mutually agreed that the transportation services hereunder are subject to all printed terms and conditions not prohibited by law, of the Transportation Company's Uniform Bill of Lading. "Contract" or "Anywhere-for-hire" services will be subject to the terms and conditions of the contract, service order or other agreement executed or agreed to between parties hereto when not in contravention of any existing law.

Consigned to Same

Destination

If charges are to be prepaid write or stamp here, "To be prepaid."

No. Pkgs.	Description of Articles --- Special Marks	Weight	Rate	Amount
1	½ Yd. Byers Dragline 2 Hrs.		12.50	25.00
	3 % Federal Tax			.75

Storage Charge	
Advance Charge	
Pick Up Charge	
Delivery Charge	
C. O. D. Serv. Chg.	
C. O. D.	
Prepaid	
Charge Consignee	
Charge Shipper	
Freight Collect	
Total	25.75

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property

Shipper

Per

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

$ per

Consignee

Per

Received the above freight in apparent good order.

Date

Per

Received payment

Delivered by

☐ Rediform ☐ No. 80-A

COMBINATION TRANSPORTATION RECEIPT AND FREIGHT BILL

162

PULLIS TRUCK LINES
34 Willamette Ave.
Medford, Oregon

Shipper's No.________

No. 1944

Received at Medford (Point of Origin) April 21, 1949 (Date) 19__

From Walter Berndt (Shipper)

the property described below, in apparent good order which said Transportation Company (the word "Company" being understood as including any person or corporation in possession of the property) agrees to transport and deliver to consignee at his usual place of delivery (if on its own line or route) otherwise to deliver to another carrier on the route to said destination. It is mutually agreed that the transportation services hereunder are subject to all printed terms and conditions not prohibited by law, of the Transportation Company's Uniform Bill of Lading. "Contract" or "Anywhere-for-hire" services will be subject to the terms and conditions of the contract, service order or other agreement executed or agreed to between parties hereto when not in contravention of a , existing law.

Consigned to Same

Destination Sams Valley

If charges are to be prepaid write or stamp here, "To be prepaid."

No. Pkgs.	Description of Articles --- Special Marks		Weight	Rate	Amount
1	A C Model M	18 Mi.	7 T	.88	15.84
	Loading & Unloading	1 Hr.		5.26	5.26
	3 % Federal Tax				.63

Storage Charge
Advance Charge
Pick Up Charge
Delivery Charge
C. O. D. Serv. Chg.
C. O. D.
Prepaid
Charge Consignee
Charge Shipper
Freight Collect
Total 21.73

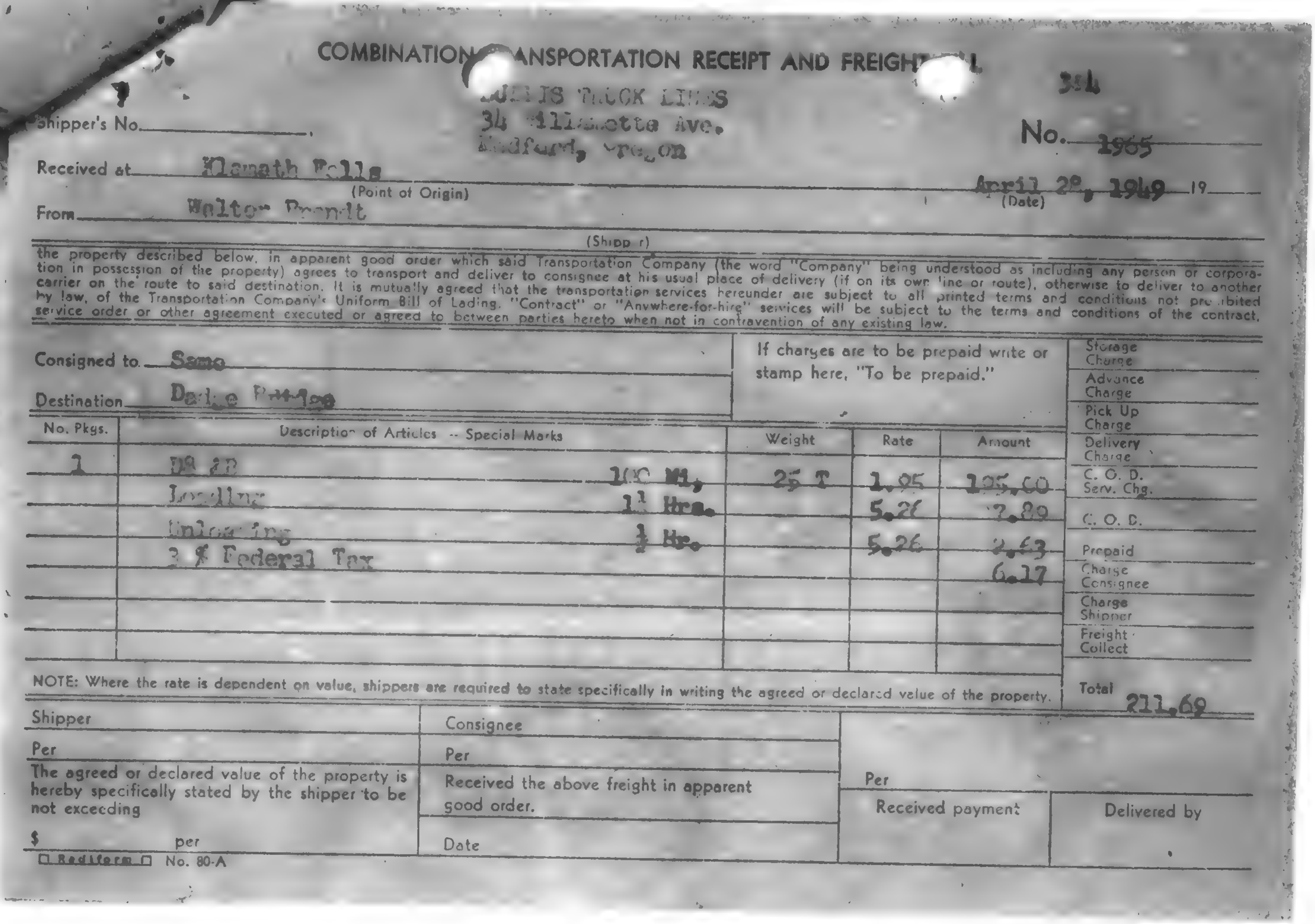
NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property

Shipper
Per
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding
$______ per

Consignee
Per
Received the above freight in apparent good order.
Date

Per
Received payment
Delivered by

☐ Rediform ☐ No. 60-A



COMBINATION TRANSPORTATION RECEIPT AND FREIGHT BILL

384

[illegible] TRUCK LINES
34 Willamette Ave.
Medford, Oregon

Shipper's No.

No. 1965

Received at Klamath Falls (Point of Origin)

April 28, 1949 (Date)

From Walter Brandt (Shipper)

the property described below, in apparent good order which said Transportation Company (the word "Company" being understood as including any person or corporation in possession of the property) agrees to transport and deliver to consignee at his usual place of delivery (if on its own line or route), otherwise to deliver to another carrier on the route to said destination. It is mutually agreed that the transportation services hereunder are subject to all printed terms and conditions not prohibited by law, of the Transportation Company's Uniform Bill of Lading. "Contract" or "Anywhere-for-hire" services will be subject to the terms and conditions of the contract, service order or other agreement executed or agreed to between parties hereto when not in contravention of any existing law.

Consigned to Same

Destination [illegible]

If charges are to be prepaid write or stamp here, "To be prepaid."

No. Pkgs.	Description of Articles -- Special Marks		Weight	Rate	Amount
1	D8 [illegible]	100 Mi.	25 T	1.95	195.00
	Loading	1½ Hrs.		5.26	7.89
	Unloading	½ Hr.		5.26	2.63
	3 % Federal Tax				6.17

Storage Charge
Advance Charge
Pick Up Charge
Delivery Charge
C. O. D. Serv. Chg.
C. O. D.
Prepaid
Charge Consignee
Charge Shipper
Freight Collect
Total 211.69

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Shipper	Consignee	
Per	Per	Per
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding	Received the above freight in apparent good order.	Received payment / Delivered by
$ per	Date	

☐ Rediform ☐ No. 80-A

RECEIVED
JUL [illegible]
FOR FILING

Mr. Edwards

7A 52-(2)
52-(1)
3115

July 27, 1949

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Bullis Truck Lines, 1111 Court Street, Medford, Oregon, has filed a claim with this office against the Walter Berndt Construction Company in the amount of $259.17. This claim is for equipment hauling services furnished the contractor on April 14, 21 and 28, and appears to be in connection with the Walter Berndt Construction Company Contract 3115 for grading and surfacing on the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

The claimant states that the account has been admitted but no move made to pay.

This information is furnished as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Parker R. Lyman
409 Wilcox Building
Portland 4, Oregon

Walter Berndt Construction Company
Box 427
Vancouver, Washington

NOTED ON CARD
7-27-49

RECEIVED
JUL 21 1949
FOR FILING

3115

July 21, 1949

Mr. Malcolm H. Hawks

With further reference to the stop order that I gave you the other day on payments due Walter Berndt Construction Company in connection with Contract No. 3115, please do not send the vouchers to the Secretary of State, circumstances being such that we do not wish any more payments in connection with this job to reach the warrant stage.

Two extra copies of this note are attached, one of which is intended for Carl Smith, and the other for Amanda Wicklander.

Secretary

HBG:tw

REFERRED TO Gleny to note on card
BY SECRETARY

NOTED ON CARD
7-21-49 gl

RECEIVED
JUL 29 1949
FOR FILING

99 52(2) 521(1)

3115

Files

[illegible] make note on card

Contract
3115

July 21, 1949

Mr. George W. Neilson
District Attorney
Jackson County
Medford, Oregon

Dear Mr. Neilson:

I thank you for the information transmitted under date of July 11. Shortly after its receipt, I had a meeting with Mr. Berndt, the contractor, and Mr. Lyman, representative of the surety.

As a result of this conference and after consultation with the three members of the Highway Commission by telephone, preliminary steps were taken to declare the contract in default so that the State could take over and complete the work either by its own forces or by negotiation with another contractor. Seven days' written notice is required, which period will be up next Monday. In the meantime, the funds have been impounded.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

NOTED ON CARD
7-22-49 R

PAUL W. HAVILAND
DEPUTY DISTRICT ATTORNEY

COURTHOUSE
PHONE 2811

GEORGE W. NEILSON
DISTRICT ATTORNEY
JACKSON COUNTY
MEDFORD, OREGON

July 11, 1949

Mr. R. H. Baldock
State Highway Commissioner
Salem, Oregon

Dear Mr. Baldock:

Supplementing my letter to you of July 9th, I am enclosing a statement prepared by the time-keeper, showing the status of wages due employees of the Berndt Construction Company and also checks which have been cashed by the Corner Club and the Pioneer Club, of Central Point, and with J. Cogswell at Gold Hill.

I was also advised by 'phone this morning that the Corner Club has had checks returned to them which are included in their list marked "Account Closed".

R. H. Snyder, Field Representative of the Hoisting & Portable Engineers, Locals Nos. 701, 701a, 701-B, whose address is 403 Labor Temple, Portland, Oregon, called at the office this morning and stated he had work for the members of his union and would put these men on other jobs if this matter is not straightened out within the very near future.

Thanking you for your advice as these men are continually calling at the office, I am,

Very truly yours,

George W. Neilson
District Attorney

Encl.

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JUL 1[illegible]
OREGON
STATE HIGHWAY COMMISSION

GWN h

7-13-49gR

Wages due employees of Th[illegible]rndt Const Co. 7/9/49

and allocation of checks

Name	rate	Folding in personal possession (Gross)	Cashed and presumed held (Net)	hrs.	June 27 through July 9 (Gross)	
Cecil Standley	$2.20		Central Point Cor. Club $147.82	(50)	$121.00	
				(40)	96.80	
						217.80
Bill Witherington	2.20		Cor. Club 126.20	(50)	121.00	
			Gold Hill-J Cogswell 126.20	(40)	96.80	
						217.80
Phillip Knodel	2.20	$147.40		(58) 6/18	147.40	
				(50)	121.00	
				(40)	96.80	
						365.20
Clint Larsen	2.20	147.40	Cor. Club ~~135.51~~	(50)	121.00	
				(40)	96.80	
			130.28			217.80
Ralph Hunter	2.20		Cor. Club ~~115.00~~	(29)	69.30	
			261.28	(18)	41.80	
						111.10
W H Baker	2.25			(32) +21.80	93.80	
	1.70				40.80	
						134.60
W L Merritt Sr	2.20		Pioneer Club 124.30	(50)	121.00	
			(Central Point)	(40)	96.80	
						217.80
W L Merritt Jr	2.00		Cor. Club 124.30	(40)	88.00	
				(30)	66.00	
						154.00
D F Dunbar	2.00	134.00		(50)	110.00	
		134.00		(46)	98.00	
						208.00
Julian Davis	1.65			(40)	66.00	
J B Marshall	1.65			(40)	66.00	
Antone Laitz	(16 hr 1.80)(24 Hr 1.95)		$1013.34 at present held by Corner Club - Ed Davis prop.	(40)	75.60	
	(8 hr 1.80()16 Hr 1.95)			(24)	45.60	
W Forbes	(24 hr 1.80)(16 Hr 1.65)			(40)	69.60	
	1.65			(16)	28.80	

Ed Kivenen (superintendent) wages for month of July) 500.00

~~RECEIVED~~
COPY
FOR FILING

FAS 52(2)
152(1)
3115

[illegible]-1-5

NEWBURY & NEWBURY
Attorneys at Law
U.S. National Bank Bldg.
Medford, Oregon

July 20, 1949

REFERRED TO [illegible]
BY SECRETARY

Have Mrs. Lewis record these on the card
HMS

State Highway Commission
Salem, Oregon

Dear Sirs:

Walter Berndt Construction Company was engaged in Jackson County, Oregon, in the construction of a highway and I am advised that the same was in pursuance of agreement with the State Highway Commission and that this construction company was bonded by the Continental Casualty Company for the proper performance of the contract.

I am representing Phillip Knodel, who has wages coming in the sum of $512.60, Donald Dunbar, who has $583.00 as wages coming, and Ralph G. Hunter, $502.66 as wages, also Cecil W. Standley, who has $365.68 coming as mechanic's wages due him. In addition, Mr. Hunter has $2,000.00 coming for the rental of a tractor, together with $300.00 which will be required to put the tractor in a state of repair, which the construction company agreed to do.

In the case of Standley, he was a mechanic and charged with the duty of keeping the equipment in a state of repair, and we filed liens upon the equipment, consisting of 10 different pieces of machinery, as security for the payment of the work that Mr. Standley did; and we brought a suit to foreclose these liens. We were advised that the construction company would cause all of this equipment to be removed from this county and for that reason we filed the liens and brought suit to foreclose them.

Mr. Dunbar, Mr. Hunter and Mr. Knodel authorized me to take the matter of their wages up with yourselves and authorized me to make collection of the same in their behalf.

The construction company advised me several days ago that the matter was being taken up with the Highway Commission and the bonding company and left the impression with me, through that letter, that these laborers would be properly taken care of, although there were no definite promises to that effect.

Will you, therefore, do me the kindness to advise me what is being done in order to safeguard the wages that are coming to these laborers. I hope to hear from you promptly.

Very truly yours,

/s/ Gus Newbury

GUS NEWBURY

GN:es

7/21/49
original of this referred to Mr. [illegible] to handle at suggestion of Mr. [illegible]
HMS

NOTED ON CARD

7-20-49

RECEIVED
FOR FILING

Fd 852 (2)
852 (1)
3115

July 19, 1949

Mrs Hennis noted on card
JHS

Mr. Malcolm H. Hawke

Confirming telephonic information heretofore given to your office, particularly to Carl F. Smith, Claims Supervisor, please hold up all payments now due or to become due Walter Berndt Construction Co. in connection his contract No. 3115 for the construction of the Snider Creek-Crater LAKE Junction Section of the Sams Valley Secondary Highway, Jackson County, until further notified by this office. This is a very important matter, and I would appreciate your giving it your personal attention.

I enclose two extra copies of this letter, one of which is for the information of Mr. Carl F. Smith, and the other for Miss Amanda Wicklander.

Secretary

MBG:ts

NOTED ON CAR

7-19-49 g

RECEIVED
JUL 16 [illegible]
FOR FILING

7/15

July 15, 1949

Oregon State Highway Commission

Gentlemen:

This is to certify that Walter [illegible] Construction Company, which has Contract No. 311 on the Rogue Valley Secondary Highway in Jackson County for grading and oil mat surfacing of the [illegible] Creek-Crater Lake Junction Section at a bid price of $311,[illegible], has failed to make payment for labor and materials.

The contractor is in grave financial difficulties and is not able to finance the work. Mr. [illegible] has appealed to the surety and the surety has refused to finance him; therefore, in accord with paragraph 7-7, page 21, General Special Provisions of the Specifications and Contract Agreement, copy of which is attached, I hereby recommend that, due to the failure to promptly pay labor and materials, the contract be cancelled.

Very truly yours,

State Highway Engineer

cc – J. M. Devers
W. C. Williams
H. B. Glaisyer

July 15, 1949

REGISTERED MAIL & RETURN RECEIPT

Walter [illegible] Construction Company
Box 437
Vancouver, Washington

Gentlemen:

We are attaching hereto certificate of the Engineer, stating that you have failed to pay for labor and material used in the work and are in such financial difficulties that you cannot continue to promptly pay for labor and materials on Contract No. [illegible], grading and oil mat surfacing of the [illegible] Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

In consequence, this is written notice to you to the effect that, within seven days from date, we will terminate your employment as a contractor, take possession of the premises, of all materials, tools and appliances thereon, and finish the work by whatever method may be deemed expedient by the State Highway Commission. You are not entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to you. If such expense shall exceed such unpaid balance, you or your surety shall pay the difference to the State Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc - Continental Casualty Co.
[illegible] Walker Bldg., Seattle

Parker H. Lyman, Agt., Portland
cc - Commissioners
R. H. Baldock
W. C. Williams
J. M. Devers

RECEIVED
JUL 14
FOR FILING

3115

3115

Mrs Lewis

July 13, 1949

Cal.-Ore Machinery Co., Inc.
944 South Central Avenue
Medford, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of July 11 to which was attached three copies of a statement of amounts owed to you by the Walter Berndt Construction Company in connection with his contract No. 3115 for grading and surfacing on the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

The State does not assume the responsibility for determination of validity of claims nor does it assume direct responsibility for their payment. A record, however, is kept of all claims received; and in each instance the surety on the contract and the contractor is notified of their receipt.

If you anticipate that there might be difficulty in collecting your claim, we would suggest that you file your claim with the Secretary of State in order to provide protection for your claim beyond the normal period of six months after the job is completed and accepted. Completion date for this job is stipulated in the contract as October 31, 1949.

For your convenience in case you wish to file with the Secretary of State we are enclosing an excerpt from the Oregon Laws outlining the procedure.

The only address we have for the Walter Berndt Construction Company is Box 427, Vancouver, Washington.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
[illegible] 49

SALES
SERVICE
RENTALS

CAL.-ORE MACHINERY CO., INC.
CONSTRUCTION, LOGGING AND MINING EQUIPMENT
944 South Central Ave. Telephone 2136
MEDFORD • OREGON

3115

July 11,1949

Robert Glayser
Secretary Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glayser:

We are enclosing a Statement in triplicate against the Walter Bernd't Construction Co. as cost against the Sams Valley Highway Job.

We have to date had $500.00 paid us which paid the March account and $188.15 on the April account. We received this check on June 14, 1949. On June 29,1949 we received $800.00 but the check was sent back account closed.

We have attempted to contact him but were unable to.

Thanking you for your attention.

We remain

Very truly yours,

Cal-Ore Machinery Co., Inc.

Donald W. Wright
Donald W. Wright
Sec. & Treas.

RECEIVED
JUL 13 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
[illegible]
BY SECRETARY

Usual letter to surety & send copy of the [illegible] & contractor with copy of claim - [illegible]
MHS

7-13-[illegible]

3115

Mrs. Jones

July 13, 1949

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a copy of a letter received from Cal.-Ore Machinery Company, Inc., and also a copy of a statement which they submitted to us for amounts owed them by the Walter Berndt Construction Company in connection, his Contract No. 3115 for grading and surfacing on the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 3115.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Parker H. Lyman
409 Wilcox Building
Portland 4, Oregon

Walter Berndt Construction Co.
Box 437
Vancouver, Washington

NOTED ON CARD

7-13-49 gk

STATEMENT

CAL.-ORE MACHINERY CO., Inc.

[illegible]ES
[illegible]ICE
RENTALS

CONSTRUCTION, LOGGING AND MINING EQUIPMENT
POST OFFICE BOX 909 - TELEPHONE 2136
MEDFORD • OREGON

DATE 7-11-49

Walter Berndt Const. Co.
Box 427
Vancouver, Washington

Cont.

TERMS: NET CASH. ALL BILLS DUE AND PAYABLE 10TH OF MONTH FOLLOWING DATE OF SHIPMENT

6-1	Order 5973		244.40	
6-1	6554		25.30	
6-9	6623		3.63	
6-10	6637		2.06	
6-11	6651		9.35	
6-18	6395		52.00	
6-14		On account		500.00
6-24	6770		173.46	
6-24	6771	Credit		128.33
6-30	6738		14.75	
			1665.14	

STATEMENT

CAL.-ORE MA CHINERY CO., Inc.

CONSTRUCTION, LOGGING AND MINING EQUIPMENT
POST OFFICE BOX 909 - TELEPHONE 2136
MEDFORD • OREGON

ES
CE
RENTALS

DATE 7-11-49

Walter Berndt Const. Co.
Box 427
Vancouver, Washington

TERMS: NET CASH. ALL BILLS DUE AND PAYABLE 10TH OF MONTH FOLLOWING DATE OF SHIPMENT

4-2	Order 6076	15.00	
4-4	Order 6113	11.71	
4-11	6189	12.02	
4-13	5775	4.95	
4-14	5781	20.10	
4-16	5801	17.76	
4-16	6066	244.40	
4-21	5902	350.00	
4-25	5933	16.80	
4-25	Credit		9.92
4-29	5802	244.40	
5-6	6321	10.10	
5-11	6430	16.00	
5-12	6441	6.48	
5-14	6359	3.45	
5-17	6385	3.50	
5-19	6433	139.92	
5-21	5904	350.00	

Cont.

STATEMENT

CAL.-ORE MACHINERY CO., Inc.

[illegible]ES
[illegible]CE
RENTALS

CONSTRUCTION, LOGGING AND MINING EQUIPMENT
POST OFFICE BOX 909 - TELEPHONE 2136
MEDFORD • OREGON

DATE 7-11-49

Walter Berndt Const. Co.
Box 427
Vancouver, Washington

TERMS: NET CASH. ALL BILLS DUE AND PAYABLE 10TH OF MONTH FOLLOWING DATE OF SHIPMENT

3-17	Order 5740	208.21
3-24	6043	8.92
3-28	5742	73.27
3-28	6072	17.50
3-30	6081	3.95
		311.85

RECEIVED
JUL 14 1949
FOR FILING

8:15

July 12, 1949

Hay & Oure
Industrial Relations
305-309 N. E. Wygant Street
Portland 11, Oregon

Gentlemen:

Reference is made to your letter of July 11, concerning default of Contractor Walter Berndt for dump truck rental in the amount of $765.34.

The highway construction on which Contractor Berndt is working is not under the jurisdiction of the State Highway Commission. It is a Bureau of Public Roads project, under the supervision of Division Engineer W. H. Lynch, of Portland, and your letter is, therefore, being referred to Mr. Lynch's office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mo

cc Mr. W. H. Lynch
Mr. R. N. Kellogg

HAY & OWRE
305-309 N. E. Wygant Street
Portland 11, Oregon

July 11, 1949

C
O
P
Y

Mr. R. H. Baldock, Chief Engineer
State Highway Commission
State Capitol Building
Salem, Oregon

Re: Contractor Walter Berndt,
Prairie City, John Day District
Highway Project.

Dear Mr. Baldock:

On behalf of Mr. J. D. Ault, member of the Oregon Truck-Owner Operators League of which I am manager, I call to your attention that Contractor Walter Berndt, operating out of Prairie City, Oregon on a highway construction project has defaulted in the payment to Mr. Ault for dump truck rental in the amount of $765.34.

Mr. Ault went to work for the contractor on or about the 25th day of April and was discharged from the project after the Bonding Company had taken over by the superintendent in charge, Earl Berndt, on the grounds that Ault had gone to the Public Roads Administration Engineers seeking his money from Walter Berndt.

As the result of the non-payment for truck services performed, Mr. Ault was forced to turn his truck back to the U. S. National Bank although he holds a slip dated June 17th, 1949 which reads as follows: "I agree to pay $300.72 to the U. S. National Bank, Portland, Oregon -- signed, Walter Berndt." Berndt failed to make this payment and also failed to pay, at the time of discharge to Mr. Ault, the sum of $464.62.

Therefore, the total claim for truck rental is $765.34 and Ault was informed by Berndt's bookkeeper, who is also a representative of the Bonding Company, that it would be some time before he would receive any consideration.

On behalf of the Oregon Truck-Owner Operators League we would appreciate very much if you would make an issue of this as we understand that there are other members of our League at Prairie City at the present time who have not been paid for services rendered.

Thanking you for taking immediate action in this matter.

Yours very sincerely,

Dan Hay (Signed)

HAY & OWRE
Industrial Relations

DH:dp

Original to Lynch

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FOR FILING

S-52(1)
FHS-52(2)
3115

July 11, 1949

Mr. George W. Neilson
District Attorney of Jackson County
Medford, Oregon

Dear Mr. Neilson:

With regard to the matter of checks issued by the Walter Berndt Construction Company which were returned due to lack of funds, you are advised that I immediately took this matter up with the Continental Casualty Company of Portland, Oregon, which Company is the surety on the Berndt contract.

I was advised by the surety company that they had already been apprised of the returned checks and that they are making an immediate investigation. I feel certain that the bonding company will arrange to handle the situation satisfactorily and take such action as is necessary to avoid a repetition of this occurrence. I will likewise discuss this matter with J. M. Devers, Chief Counsel, who will be in the Salem office tomorrow.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc: Mr. W. C. Williams
Mr. J. M. Devers

NOTED ON CARD
7-11-49

PAUL W. HAVILAND
DEPUTY DISTRICT ATTORNEY

COURTHOUSE
PHONE 3611

GEORGE W. NEILSON
DISTRICT ATTORNEY
JACKSON COUNTY
MEDFORD, OREGON

Siglar Cr - Crater Lake Jct

3115

July 9, 1949

Continental Casualty
AT2154
Mr Lyman

Mr. R. H. Baldock
State Highway Commissioner
Salem, Oregon

Dear Mr. Baldock:

Confirming our telephone conversation of this date, eight employees of the Walter Berndt Construction Company, working on the Sams Valley State Highway, called at this office and state that their last two weeks' checks have been returned NSF, and that they also cashed about $1200.00 worth of checks at the Corner Club and Pioneer Club at Central Point, which checks have been returned to these clubs marked NSF. According to the best figure we have, these checks and wages due amount to between $3800 and $4000. Don Dunbar, the time-keeper, is making up an accurate list of the amounts due up to Friday of this week and will furnish same to me on Monday.

Will you kindly advise me of action taken so that I may inform these men here, as they all seem to be without funds at this time.

June 29
14353 W/

Very truly yours,

Geo. W. Neilson

George W. Neilson
District Attorney

NOTED
W. C. WILLIAMS

GWN h

RECEIVED
JUL 11 1949
OREGON
STATE HIGHWAY COMMISSION

[illegible] CARD

RECEIVED
FOR FILING
FAS-53(1)
3115

Walter Berndt Construction Company
ROAD BUILDING • DIRT MOVING • ROCK CRUSHING
BOX 427
Vancouver, Washington

Telephone
Vanc — 7302 R-3
(Residence G. F. Douglas)

Medford

July 8, 1949

MEDFORD JOB

Checks issued not paid
Payroll week end 6/18

5-21	# 979	C. E. Williams	$ 104.56	
6-11	#1077	W. J. Witherington	126.20	
6-11	#1083	Donald Dunbar	117.26	
6-18	#1097	Ralph Hunter	261.28	
6-18	#1101	Anton Zaitz	68.97	
6-18	#1606	Julius Davis	64.23	
6-18	#1608	J. B. Marshall	56.53	
6-18	#1611	E. F. McNealy	85.33	
6-18	#1615	F. M. McNealy	66.69	
6-18	#1620	W. E. Prethiem	71.32	
6-18	#1624	Del Davis	55.46	
6-18	#1627	Clarence A. Fitting	45.51	
6-18	#1628	Jack Joyner	97.23	
6-25	#1633	W. F. Witherington	126.20	$ 18.20
6-25	#1634	W. L. Merritt Jr.	124.30	20.10
6-25	#1635	C. W. Standley	147.88	17.00
6-25	#1636	Ralph Hunter	130.00	14.40
6-25	#1637	P. H. Knodel	128.66	15.80
6-25	#1638	Carl Ashraft	80.98	5.60
6-25	#1639	W. H. Baker	104.70	9.90
6-25	#1640	Donald Dunbar	117.26	14.00
6-25	#1641	Julius Davis	64.24	.40
6-25	#1642	Howard Forbes	58.44	6.20
6-25	#1643	J. B. Marshall	56.54	8.10
6-25	#1644	Clinton Larson	133.90	10.50
6-25	#1645	Wm. L. Merritt	124.30	20.10
6-25	#1646	Anton Zaitz	67.31	3.20
6-30	#1674	E. A. Kivinen	223.40	21.50
~~6-25~~	~~#1681~~	~~Earl Breitmeyer~~	~~35.00~~	
			$ ~~2,943.68~~	$ ~~185.00~~

7

Job John Day Paid

Pd

Pd 421.14

Checks issued not paid.
Payroll week end 6/25/49

withholding tax

No Check written for week end July 2
" " " " " July 9

Medford - Project

[redacted]

Outstanding checks for which there are no funds available

5/25	# 179	Coll. Inter. Revenue	78.71	Vendors
6/24	~~# 180~~	~~Hanger (office rent)~~	~~[illegible]~~	
	~~#196~~ 196	Flagg. PUC	129.46	
	# 209	Rural Gas	23.95	
	# 210	Larry's Mach.	174.50	
	# 212	Cal-Oregon	800.00	
	~~# 213~~	~~L.O.Janick~~	~~93.00~~	Pd.
	# 1088	C.R.Hadley	11.51	
	~~# 979~~	C.E.Williams	104.56	
	# 1070	W.J.Witherington	126.20	
	# 1085	Donald Dunbar	117.26	
	# 1097	Ralph Hunter	261.28	
	# 1101	Anton Zaitz	68.97	
	# 1606	Julius Davis	84.23	
	# 1608	J. B. Marshall	56.83	
	~~# 1611~~	E.F.McNealy	85.33	
	~~# 1615~~	F.M.McNealy	66.69	
	~~# 1620~~	W.E.Prethick	71.32	
	~~# 1624~~	Del Davis	55.46	
	~~# 1627~~	Clarence Fitting	45.51	
	~~# 1628~~	Jack Joyner	97.23	
			~~807[illegible].50~~	
		John Day payroll as of 6/25	~~[illegible]~~	
			~~[illegible]~~	
		Medford payroll as of 6/25	~~[illegible]~~	
			~~[illegible]71~~	
		Overhead payroll as of 6/25	~~[illegible]~~	~~[illegible]~~

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S-52(1)

July 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In compliance with Mr. Polk's letter of June 13, I attach hereto a Laboratory Report indicating tests made on gravel, which gravel is typical of that contained in certain cuts on the Snider Creek-Rogue River Section of the Sams Valley Highway, Project S-52 (1).

You will note that the material has a P.I. of 27 and an L.L. of 52. In addition, the material has balls of clay scattered through it, which clay does not show in the material passing the No. 40 sieve.

It is still our belief and recommendation that we place the full amount of surfacing called for in the plans and not depend on this material for additional stability.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

cc Mr. H. G. Smith
Mr. K. D. Lytle

FORM E-30 25M 1-49 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

With reference to Mr. Polk's letter of June 13th, requestiong further information on the gravel encountered on certain portions of the Snider Creek-Rogue River Section of the Sams Valley Highway, Project S-52(1).

I am attaching report from Mr. Finkbiner which shows a P.I. of 27 and a L.L. of 52. In addition, this material has balls of clay scattered throughout it.

In view of the trouble which we have had for many years in endeavoring to stabilize similar material on the Crater Lake Highway, it is my recommendation we give no value to this material as subbase material, but place the full amount of surfacing called for in the specifications.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 25M 1-49 29029

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

June 24, 1949

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Further reference is made to the gravel encountered in certain sections of the Snider Creek--Rogue River Section of the Sams Valley Highway.

Your attention is called to the laboratory report on this gravel (Laboratory No. 229192).

In view of this report I do not believe any change should be made in the depth of the topping on this section.

Please advise.

Very truly yours,

K. D. Lytle
Division Engineer

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3000
PORTLAND 8, OREGON

June 13, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

Reference is made to Mr. Williams' letter of June 8 answering ours of June 2nd relative to a suggested reduction in depth of topping on certain portions of the Snider Creek - Rogue River Section of the Sams Valley Highway, Project S-52(1).

We note your comments with respect to the inferiority of this gravel as experienced on the old Crater Lake Highway in the vicinity of Camp White. However, the deposits in question lie across the Rogue River and it is our thought that materials therein may be different type than heretofore encountered. To clear up this matter, it is requested that representative samples be taken and tested for abrasion, liquid limit plasticity index and gravimetric analysis and reports furnished this office.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

By: C G Polk
C. G. POLK
Senior Highway Engineer

RECEIVED
JUN 14 1949
OREGON
STATE HIGHWAY COMMISSION

Copy given
H.G. Smith
6-15-49

RECEIVED
JUL 7 1949
FOR FILING

[illegible]) 553(1)

3115

July 6, 1949

Hon. William M. McCallister
State Senator
Jackson County
Medford, Oregon

Dear Senator McCallister:

Pursuant to my promise over the telephone a few minutes ago, I enclose mimeographed excerpts from the Oregon Laws relative to filing of claims against State Highway contractors, as well as against contractors on other public works. You will note therein, provision that claimants must file notice of their claim with the Secretary of State in case of a state contract, prior to the expiration of a period of six months immediately following the completion of the contract with an acceptance of the work by the affirmative action of the State of Oregon, in order to have right of action against the bond that is furnished by the contractor. You will also note the form suggested therein for the the filing of claims.

You mention Walter Berndt Construction Company as being the name of the contractor in whom you are interested. This Company was awarded a contract by the State Highway Commission for the improvement of a section of the Sams Valley Secondary Highway in Jackson County. It is known as State Highway Contract No. 3115, and it is described as grading, surfacing and oiling the Snyder Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway, in Jackson County. The contract was awarded on March 25, 1949, and the completion date specified is October 31, 1949. The contract is in the amount of $211,458.00 which is also the amount of the bond, which was furnished by the contractor to guarantee satisfactory completion of the project, and payment of claims arising out of the job. This bond was written by the Continental Casualty Company, for whom Parker H. Lyman is the local representative with offices in Room 409 Wilcox Building, Portland 4, Oregon

In the event that you file a claim with the Secretary of State pursuant to the provisions of the law mentioned above, I will appreciate it if you will send me a copy of the claim. I will then call it to the attention of the bonding company, which I am certain will cause it to be investigated.

Sen. Wm. M. McCallister
July 6, 1949
Page 2.

I trust that the information given will be of value to you. In the event that I can be of further service, please feel free to call upon me, and I will respond to the best of my ability.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

WBG:ts
Enc.

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[illegible]
FOR FILING

71 FAS (2)

June 15, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Rogue River-Crater Lake Section, Project No. FAS-52 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JMM/gn

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS-52 (2)

ROGUE RIVER-CRATER LAKE JUNCTION SECTION
OF THE SAMS VALLEY HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 13, 1949

Type Code 5231
Roadway (Sta. 745+50 to 813+22.1)

All Required		Clearing and Grubbing (20%)		$ 3,300.00
430	cu. yds.	Trench Excavation, Unclassified	$1.00	430.00
45,100	cu. yds.	General Excavation, Unclassified	0.30	13,530.00
109,000	yd. stas.	Short Overhaul	0.02	2,180.00
3,300	C-yd.stas.	Long Overhaul	0.40	1,320.00
1.28	miles	Finishing Roadbed and Slopes	150.00	192.00
2,600	lin. ft.	Rounding Cutbanks	0.20	520.00
35	lin. ft.	8" Concrete Drain Pipe	1.00	35.00
350	lin. ft.	18" Concrete Pipe	3.00	1,050.00
100	lin. ft.	18" Concrete Siphon Pipe	3.00	300.00
110	lin. ft.	Salvaging Culvert Pipe	1.00	110.00
8	cu. yds.	Class "A" Concrete	50.00	400.00
15,800	cu. yds.	Selected Roadbed Topping	0.50	7,900.00
39,900	yd. mi.	Hauling Roadbed Topping	0.10	3,990.00
1,300	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	1.50	1,950.00
370	M-gals.	Sprinkling	2.00	740.00
1.28	miles	Preparation of Base	150.00	192.00
930	cu. yds.	Furnishing and Placing Aggregates	1.50	1,395.00
74	tons	Furnishing and Placing 151-200 Asphalt	40.00	2,960.00
28	tons	Furnishing and Placing RC-3 Asphalt	42.00	1,176.00
			Subtotal	$43,670.00
			10% Engr. & Cont.	4,367.00
			Total	$48,037.00

Length 1.272 miles
Cost per mile $37,764.93

Federal Aid Secondary Funds- $27,000.00
State Funds- 21,037.00
$48,037.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS-52 (2)

ROGUE RIVER-CRATER LAKE JUNCTION SECTION
OF THE SAMS VALLEY HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 13, 1949

Type Code 5231
Roadway (Sta. 765+50 to 813+22.1)

All Required		Clearing and Grubbing (20%)		$ 3,300.00
430	cu. yds.	Trench Excavation, Unclassified	$1.00	430.00
45,100	cu. yds.	General Excavation, Unclassified	0.30	13,530.00
109,000	yd. stas.	Short Overhaul	0.02	2,180.00
3,300	C-yd.stas.	Long Overhaul	0.40	1,320.00
1.28	miles	Finishing Roadbed and Slopes	150.00	192.00
2,600	lin. ft.	Rounding Cutbanks	0.20	520.00
35	lin. ft.	8" Concrete Drain Pipe	1.00	35.00
350	lin. ft.	12" Concrete Pipe	3.00	1,050.00
100	lin. ft.	18" Concrete Siphon Pipe	3.00	300.00
110	lin. ft.	Salvaging Culvert Pipe	1.00	110.00
8	cu. yds.	Class "A" Concrete	50.00	400.00
15,800	cu. yds.	Selected Roadbed Topping	0.50	7,900.00
39,900	yd. mi.	Hauling Roadbed Topping	0.10	3,990.00
1,300	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	1.50	1,950.00
370	M-gals.	Sprinkling	2.00	740.00
1.28	miles	Preparation of Base	150.00	192.00
930	cu. yds.	Furnishing and Placing Aggregates	1.50	1,395.00
74	tons	Furnishing and Placing 151-200 Asphalt	40.00	2,960.00
28	tons	Furnishing and Placing RC-3 Asphalt	42.00	1,176.00
			Subtotal	$43,670.00
			10% Engr. & Cont.	4,367.00
			Total	$48,037.00

Length	1.282 miles
Cost per mile	$37,764.93

Federal Aid Secondary Funds- $27,000.00
State Funds- 21,037.00

$48,037.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

June 6, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Probert
By Asst. Chief Engineer

Dear Sir:

We are in receipt of advice that it is desirable that the closing out of the balance prewar funds be expedited.

It is noted that Project No. FAS-52(2) on the Sams Valley Highway is still in P.S.& E. status. Your cooperation in securing the early execution of the project agreement for this project and the modification of the agreement for Project No. FAS-241(3) on the Warner Secondary Highway to obligate the balance of the available prewar funds will be appreciated.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUN 7 [illegible]
[illegible]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 14, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FAS-52(2), Rogue River - Crater Lake Junction of the Sams Valley Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Award of contract will be withheld pending notification all rights-of-way and rights-of-entry have been acquired.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
[illegible]

RECEIVED
DEC 13 '49
FOR FILING

June 15, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Snider Creek-Rogue River Section, Project No. S-52 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWR/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-52 (1)

SARDINE CREEK-ROGUE RIVER SECTION
OF THE SAMS VALLEY HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 13, 1949

Type Code 5251

Roadway (Sta. 446+05 to 703+00)

All Required		Clearing and Grubbing (80%)		$ 13,200.00
560	cu. yds.	Trench Excavation, Unclassified	$ 1.00	560.00
108,600	cu. yds.	General Excavation, Unclassified	0.30	32,580.00
168,000	yd. stas.	Short Overhaul	0.02	3,360.00
600	C-yd. stas.	Long Overhaul	0.40	240.00
6,900	lin. ft.	Rounding Cutbanks	0.20	1,380.00
4.87	miles	Finishing Roadbed and Slopes	150.00	730.50
90	lin. ft.	6" Concrete Drain Pipe	1.00	90.00
100	lin. ft.	8" Perforated Concrete Drain Pipe	1.00	100.00
1,000	lin. ft.	18" Concrete Pipe	3.00	3,000.00
390	lin. ft.	24" Concrete Pipe	4.50	1,755.00
270	lin. ft.	36" Concrete Pipe	9.00	2,430.00
66	lin. ft.	42" Concrete Pipe	11.00	726.00
50	cu. yds.	Rock or Gravel Backfill in Drains	3.00	150.00
156	cu. yds.	Class "A" Concrete	50.00	7,800.00
17,200	lbs.	Metal Reinforcement	0.12	2,064.00
58,000	cu. yds.	Selected Roadbed Topping	0.50	29,000.00
183,000	yd. mi.	Hauling Roadbed Topping	0.10	18,300.00
4,900	cu. yds.	3/4" - 0" Materials in Leveling Course and Shoulders	1.50	7,350.00
1,300	M-gal.	Sprinkling	2.00	2,600.00
4.87	miles	Preparation of Base	150.00	730.50
3,500	cu. yds.	Furnishing and Placing Aggregates	1.50	5,250.00
270	tons	Furnishing and Placing 151-200 Asphalt	40.00	10,800.00
90	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	42.00	3,780.00
			Subtotal	$147,976.00
			10% Engr. & Cont.	14,797.60
			Total	$162,773.60

Type Code 1028

Structure (Sta. 516+43.46 to 516+64.54)

40	cu. yds.	Trench Excavation, Unclassified	$ 1.00	$ 40.00
400	cu. yds.	General Excavation, Unclassified	0.30	120.00
100	cu. yds.	Class "A" Concrete	50.00	5,000.00
12,400	lbs.	Metal Reinforcement	0.12	1,488.00
		Subtotal		$ 6,648.00
		10% Engr. & Cont.		664.80
		Total		$ 7,312.80

Length of Roadway	4.862 miles
Length of Structure	.004 mile
Total Length	4.866 miles
Cost per mile, Roadway	$33,478.73

SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
Roadway	$162,773.60	$ 97,615.00	$65,158.60
Structure	7,312.80	4,385.00	2,927.80
	$170,086.40	$102,000.00	$68,086.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 9, 1949
(Date)

The following major program change of the individual project is requested:

Oregon (State)

1943 F.Y. Federal Aid Secondary Highway Program (Previous Program)

(Date of Approval)

COUNTY Jackson

FA or FAS Route No.

				Project Cost					
	Item No.	Project No.	Termini	Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	4	FAS-52 (2)	Rogue River-Crater Lake Highway	Survey-Plans					Gr., Dr., 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	$80,000	$47,000	$33,000		
				Total	$80,000	$47,000	$33,000	1.60	
Requested Revision	4	FAS 52 (2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	$80,000	$47,000	$33,000		
				Total	$80,000	$47,000	$33,000	1.282	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Original project length included the temporary work at the Rogue River Bridge, which work is being performed as a State Project.

Recommended for approval
District Engineer
(date)

Recommended:
Division Engineer
(date)

Approved:
Acting Commissioner
(date)

P-3868

SNIDER CREEK-ROGUE RIVER SECTION

PROJECT NO. S-52(1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

February 9, 1949

Oregon State Highway Department

Federal Aid Secondary
Project No. S-52 (1)

SNIDER CREEK-ROGUE RIVER SECTION
OF THE SAMS VALLEY HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 9, 1949

Type Code 5231

Roadway (Sta. 446+05 to 703+00)

All Required		Clearing and Grubbing (80%)		$ 8,000.00
560	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,680.00
108,600	cu. yds.	General Excavation, Unclassified	0.35	38,010.00
168,000	yd. stas.	Short Overhaul	0.02	3,360.00
600	C-yd. stas.	Long Overhaul	0.50	300.00
6,900	lin. ft.	Rounding Cutbanks	0.20	1,380.00
4.87	miles	Finishing Roadbed and Slopes	500.00	2,435.00
90	lin. ft.	6" Concrete Drain Pipe	0.90	81.00
100	lin. ft.	8" Perforated Concrete Drain Pipe	1.30	130.00
1,000	lin. ft.	18" Concrete Pipe	3.50	3,500.00
390	lin. ft.	24" Concrete Pipe	4.50	1,755.00
270	lin. ft.	36" Concrete Pipe	10.00	2,700.00
66	lin. ft.	42" Concrete Pipe	14.00	924.00
50	cu. yds.	Rock or Gravel Backfill in Drains	5.00	250.00
156	cu. yds.	Class "A" Concrete	60.00	9,360.00
17,200	lbs.	Metal Reinforcement	0.12	2,064.00
58,000	cu. yds.	Selected Roadbed Topping	0.45	26,100.00
183,000	yd. mi.	Hauling Roadbed Topping	0.13	23,790.00
4,900	cu. yds.	3/4" - 0" Materials in Leveling Course and Shoulders	2.75	13,475.00
1,300	M-gals.	Sprinkling	2.50	3,250.00
4.87	miles	Preparation of Base	200.00	974.00
3,500	cu. yds.	Furnishing and Placing Aggregates	3.75	13,125.00
270	tons	Furnishing and Placing 151-200 Asphalt	38.00	10,260.00
90	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	38.00	3,420.00
			Subtotal	$170,323.00
			10% Engr. & Cont.	17,032.30
			Total	$187,355.30

Type Code 1028

Structure (Sta. 516+43.46 to 516+64.54)

40	cu. yds.	Trench Excavation, Unclassified	$ 3.00	$ 120.00
400	cu. yds.	General Excavation, Unclassified	0.35	140.00
100	cu. yds.	Class "A" Concrete	60.00	6,000.00
12,400	lbs.	Metal Reinforcement	0.12	1,488.00
			Subtotal	$ 7,748.00
			10% Engr. & Cont.	774.80
			Total	$ 8,522.80

Length of Roadway	4.862 miles
Length of Structure	.004 mile
Total Length	4.866 miles
Cost per mile, Roadway	$38,534.61

SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
Roadway	$187,355.30	$112,387.00	$74,968.30
Structure	8,522.80	5,113.00	3,409.80
	$195,878.10	$117,500.00	$78,378.10

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3000
PORTLAND 8, OREGON

February 14, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project No. FAS-52(1), Snider Creek-Rogue River Section of the Sams Valley Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending submission of test reports indicating the suitability of both sources of selected topping for use as a base for a bituminous surface.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

February 14, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project No. FAS-72(1), Snider Creek-Rogue River Section of the Sams Valley Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending submission of test reports indicating the suitability of both sources of selected topping for use as a base for a bituminous surface.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUN 10 1949
FOR FILING
S-52(1)

June 8, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of June 2, suggesting that the thickness of surfacing be reduced on the Snider Creek-Rogue River Section of the Sams Valley Highway, Project S-52 (1).

The gravel which you noticed in the cuts along the Sams Valley Highway is desert gravel which has been found so treacherous on the old Crater Lake Highway in the vicinity of Camp White. This is the most unstable material found in Oregon, long years of experience having indicated that it is unstable at every season of the year. The surfacing material cannot be reduced in thickness over this material, and, if any change is made, consideration should be given to increasing the thickness.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. K. D. Lytle

ASSIGNMENT No. 1206

wew

DESCRIPTION: T. M. Davis' letter of 6-2-49 with reference to Sams Valley Highway, Snider Creek-Rogue River Section, Project S-52 (1)

DATE: 6-7-49 ASSIGNED TO: H. G. Smith

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date_______________

☐ ______________________________

REPORT RECEIVED: 6-7-49 mc

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

June 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

Reference is made to the Sams Valley Highway, Snider Creek - Rogue River Section, Project S-52(1).

The plans for this project provide for an 18" thickness of gravel topping throughout which at the P.S.& E. stage seemed necessary for foundation stability. However, a recent inspection of the project revealed that excavation cuts between Stations 614-624 and 685-694 are composed of gravel of comparable quality to that proposed for topping. Accordingly, it is suggested that topping thickness be reduced to about 6" from Station 607 to 630 and from Station 684 to 699. The reduced thickness will provide adequate stability and result in a savings of some $2,500.00.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
JUN -6
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 7 [illegible]
FOR FILING
S-52(1)

June 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the Sams Valley Highway, Snider Creek - Rogue River Section, Project S-52(1).

The plans for this project provide for an 18" thickness of gravel topping throughout which at the P.S.& E. stage seemed necessary for foundation stability. However, a recent inspection of the project revealed that excavation cuts between Stations 614-624 and 685-694 are composed of gravel of comparable quality to that proposed for topping. Accordingly, it is suggested that topping thickness be reduced to about 6" from Station 607 to 630 and from Station 684 to 699. The reduced thickness will provide adequate stability and result in a savings of some $2,500.00.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
MAY 10
FOR FILING

715-52 (2)
8-52 (1)
3115

COPY

Files

HEAD OFFICE

THE UNITED STATES NATIONAL BANK
of Portland, Oregon

May 2, 1949

REFERRED TO
Filing
BY SECRETARY

noted on card + return to files

State Highway Commission
Claims Department
State Office Building
Salem, Oregon

NOTED
H. B. GLAISYER

Attention: Mr. Carl F. Smith

Gentlemen:

Mr. Thornton, Office Manager of the Walter Berndt Construction Company, advises that payment on approved estimates is being delayed due to assignment of estimates to the bank and due to the fact that this assignment cannot be recognized until it has been agreed to by the contractor's bonding company.

Whereas the assignment of funds was made to the bank in contemplation of credit not yet advanced, please disregard the assignment to this bank of funds due the Walter Berndt Construction Company on estimates for work performed to date.

It is our hope that this advice may assist the Walter Berndt Construction Company in receiving disbursement for work performed as soon as possible.

Yours very truly,

T. S. PRIDEAUX
T. S. Prideaux
Assistant Cashier

TSP:fjs

original letter sent by Carl Smith to Davenport - Secty of State 5-4-49, this copy sent to us by Davenport
5-4-49
F.Q.

NOTED ON CARD
5-2-49 g.l.

COPY

NOTED
H. B. GLAISYER

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 29, 1949

Walter Berndt Construction Company
Box 427
Vancouver, Washington

NOTED
H. B. GLAISYER

Gentlemen:

Last week you returned, properly signed, our Estimate Voucher in your favor, No. 6178, for $21,776.40, covering Estimate One on Contract No. 3115. The voucher was written directly in your favor as indicated by the contract but the warrant which has just been issued by the Secretary of State's office, reads in your favor, assigned to the United States National Bank of Portland. An examination of the original voucher on file in the Secretary of State's office indicates that when the voucher was returned by you, it bore a rubber stamp assignment form on the inside of the voucher, executed by Mr. Berndt, and the Secretary of State, presuming that we had merely overlooked typing the assignment notation on the voucher, issued the warrant accordingly without questioning this Department before so doing. There being no letter written with the voucher which would call our attention to this rubber stamp assignment we merely checked the signature space on the back of the voucher before passing it for payment, and, therefore, did not note the assignment.

Under our Department policy it is necessary that an assignment of an Estimate Voucher be supported by a signed assignment on our own form and the assignment must be consented to in writing by the surety company on the contract. We are accordingly forced to delay the mailing of the warrant until these requirements are complied with and for your convenience, I am enclosing for signature, four copies of a blanket assignment of monies now due or to become due under the contract to be used in case it is your desire to assign all of the proceeds of this contract. In such case, please return to this office, properly signed, two copies of this blanket assignment form. The other two copies are for your files and the bank files. In order to complete the present voucher, I am also enclosing for your signature an assignment form covering this particular voucher which should also be signed and returned to this office.

Walter Berndt Construction Company
Page 2

April 29, 1949

In the event that you only desired to assign the proceeds of this Estimate then it will only be necessary to sign and return the form which I mentioned as being for the individual Estimate.

In either case before the warrant can be released, it will be necessary to furnish this office with the written consent of the surety company under Contract 3115 to the assignment.

The prompt return of these papers as indicated will expedite release of the warrant.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

by Carl F Smith
Carl F. Smith
Accounting Division

cfs/rs
encl.

cc H. B. Glaisyer
First National Bank of Portland

RECEIVED
APR 13 1949
FOR FILING

FAS 52(2) 52(1)

3115

April 13, 1949

Walter Berndt Construction Co.
Box 427
Vancouver, Wash.

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3115 which was awarded to you on March 25, 1949 by the State Highway Commission, covering the Snider Creek-Crater Lake Junction Section of the Sams Valley Secondary Highway in Jackson County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 29 1949
FOR FILING
7A5.52(2)
52(1)

Salem, Oregon
March 28, 1949

Mr. R. A. Collier
office

Attached are two unexecuted copies of an agreement with Jackson County for relocation of section of Sam's Valley Secondary Highway No. 271, in Jackson County.

The original of this agreement has been retained in Mr. Glaisyer's office for the Commission's files, and one fully executed copy has been mailed to the County Court of Jackson County.

L. H. Warfield
Staff Engineer

LHW/gd
cc: Probert 1 each
Cooper

FORM E-30 10M 6-48 29439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28, 1949

SUBJECT:

To: Mr. R.H. Baldock

Attached for further handling by you are four unexecuted copies of an agreement with Jackson County for relocation of section of Sam's Valley Secondary Highway No. 271, in Jackson County.

The original of this agreement has been retained in this office for the Commission's files and one fully executed copy has been mailed to the County Court of Jackson County.

Secretary

rn

2 Collier
1 Proker
1 Collier

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1200

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

MARCH 25, 1949

WALTER BERNDT CONSTRUCTION COMPANY
BOX 427
VANCOUVER, WASHINGTON

THE OREGON STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR CONSTRUCTION SNIDER CREEK-CRATER LAKE JUNCTION PROJECT OF SAMS VALLEY SECONDARY HIGHWAY, JACKSON COUNTY, FOR WHICH YOU SUBMITTED LOW BID ON MARCH 1, 1949. CONTRACT FORMS WILL BE FORWARDED SHORTLY.

H. B. GLAISYER,
SECRETARY
OREGON STATE HIGHWAY COMMISSION

A NEW CURTIS SERVICE
Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.
Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
FOR FILING

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

RECEIVED
MAR 2 5
FOR FILING

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 25, 1949

MR. TOM DAVIS
PUBLIC ROADS ADMINISTRATION
203 FINANCIAL CENTER BLDG.
PORTLAND, OREGON

REQUEST CONCURRENCE IN AWARD TODAY CONTRACT FOR SNIDER CREEK-CRATER LAKE JUNCTION PROJECT TO WALTER BERNDT CONSTRUCTION CO. OF VANCOUVER, WASHINGTON. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
MAR 29 1949
FOR FILING

OREGON DISTRICT
FAS-52(1) S-52(2)
3115

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 25, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your wire of today requesting our concurrence in award of contract for combined Federal Aid Secondary Projects No. FAS-52(1) and S-52(2), Snider Creek-Crater Lake Junction Section of the Sams Valley Highway, grading and bituminous surfacing to Walter Berndt Construction Co., who submitted the low bid.

In view of your advice that all rights-of-way and rights-of-entry have been acquired, we hereby concur in award of contract as of this date.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

[illegible]
STATE HIGHWAY [illegible]

RECEIVED
MAR 29 1949
FOR FILING

S-52(1)
FAS-52(2)

Pend.

March 28, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of March 23, commenting on the fact that work on the Snider Creek-Crater Lake Junction Section, Projects S-52 (1) and FAS-52 (2), has been reported to you as started at a date in advance of your giving concurrence in the award of the contract.

The situation is, simply, that the contractor began work without our consent and without awaiting award of the contract. The actual beginning date was March 12. Award of the contract was made on March 25.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 23, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert

Dear Sir:

Receipt is acknowledged of your letter of March 22 advising that work was started March 12 on Federal Aid Secondary Project S-52(1) and FAS-52(2). Our records indicate concurrence in the award of contract for these projects has not been requested nor have we given such concurrence, it being our understanding that award is being withheld pending right-of-way action. Please advise status of this project.

Very truly yours,

T. M. Davis
[illegible] T. M. DAVIS
District Engineer

RECEIVED

RECEIVED
MAR 23 1949
FOR FILING

55201

March 22, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 12, 1949 on Snider Creek-Crater Lake Junction Section in connection with Federal Aid Project No. S-52 (1), FAS-52 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

D. B. Probert
Office Engineer

DBP:nd

[illegible]

FOR FILING

February 11, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing copies of test reports for roadbed topping materials for use on the Snider Creek-Rogue River Section and Rogue River-Crater Lake Junction Section, Projects Nos. S-52 (1) and FAS-52 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS-52(2)

ROGUE RIVER-CRATER LAKE JUNCTION SECTION
OF THE SAMS VALLEY HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 9, 1949

Type Code 5231
Roadway (Sta. 745+50 to 813+22.1)

All Required		Clearing and Grubbing (20%)		$ 2,000.00
430	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,290.00
45,100	cu. yds.	General Excavation, Unclassified	0.35	15,785.00
109,000	yd. stas.	Short Overhaul	0.02	2,180.00
3,300	C-yd. stas.	Long Overhaul	0.50	1,650.00
1.28	miles	Finishing Roadbed and Slopes	500.00	640.00
2,600	lin. ft.	Rounding Cutbanks	0.20	520.00
35	lin. ft.	8" Concrete Drain Pipe	1.00	35.00
350	lin. ft.	18" Concrete Pipe	3.50	1,225.00
100	lin. ft.	18" Concrete Siphon Pipe	4.00	400.00
110	lin. ft.	Salvaging Culvert Pipe	2.00	220.00
8	cu. yds.	Class "A" Concrete	60.00	480.00
15,800	cu. yds.	Selected Roadbed Topping	0.45	7,110.00
39,900	yd. mi.	Hauling Roadbed Topping	0.13	5,187.00
1,300	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.75	3,575.00
370	M-gals.	Sprinkling	2.50	925.00
1.28	miles	Preparation of Base	200.00	256.00
930	cu. yds.	Furnishing and Placing Aggregates	3.75	3,487.50
74	tons	Furnishing and Placing 151-200 Asphalt	38.00	2,812.00
28	tons	Furnishing and Placing RC-3 Asphalt	38.00	1,064.00
			Subtotal	$50,841.50
			10% Engr. & Cont.	5,084.15
			Total	$55,925.65
		Length	1.282 miles	
		Cost per mile	$43,623.75	

Federal Aid Secondary Funds- $33,500.00
State Funds- 22,425.65

$55,925.65

4-4212 Paint structural steel on 1949
Youngs Bay & Lewis & Clarke
#3116 River Bridges on Oregon Coast
Highway near Astoria

RECEIVED
FEB 28 1950
FOR FILING

4-4212

3116

Salem, Oregon
February 27, 1950

Mr. J. M. Devers
Chief Counsel

Complaint of Dr. Neikes,
Re paint damage to his car
at Young's Bay bridge, near
Astoria

I have checked with Mr. DeFrance and was advised that the paint used by the contractor at the Young's Bay bridge was the same color as that used by the State's crew.

L. H. Warfield
Staff Engineer

LHW:bl

FORM [illegible] 25M 6-49 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1950

SUBJECT:

To:
Mr. W. W. Stiffler
Assistant Highway Engineer
Office

Dear Mr. Stiffler:

I have a further letter from M. E. Reynolds, an attorney at Astoria, relative to the damage done to Dr. Neikes' car in connection with the painting of a steel bridge.

As you know, I had written him and told him that because of the delay we were unable to fasten blame on the contractor and also because of the character of the work done by the State's crew it seemed impossible that paint could have gotten on the car.

Mr. Reynolds has written again today and said that they are unable to get further information other than the fact that the paint on his car was green paint. If both the contractor and the State crew were using the same color paint then this information is of little value. If, however, only one of the operations employed green paint this will help determine who is at fault.

I am passing this information on to you for such value as it may serve.

Very truly yours,

JM Devers
J. M. DEVERS

JMD:NH

cc - M. E. Reynolds

RECEIVED
1950
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

11-4

3-16

Feb. 20, 1950

Mr. M. E. Reynolds, Attorney
Associated Building
Astoria, Oregon

Dear Mr. Reynolds: Re: Our File 288-49-33

With respect to the claim made by Dr. Neikes for reimbursement in the sum of $44.00 for paint damage to his car, I wish to report that I have asked the Highway Engineers to make further investigation. The Engineers have investigated again, and have submitted to me a report over the signature of Mr. DeFrance, Assistant Maintenance Engineer. I enclose a copy of that report.

It seems apparent that whatever damage was done was done by the State's contractor, and at this late date, it is difficult for us to do anything. Had the Doctor reported his damage, we could have then ascertained whether or not it was the State's contractor who was at fault, and we could have required the contractor to make good the damage, but I am told the job has long since been finished and final payment has been made. I am told too, that the painting that the highway crew did was not done with the kind of spray machine used by the contractor, and therefore, it is entirely unreasonable to assume that any paint from the State's crew could reach the Doctor's car.

As the matter now stands, there seems nothing further that I can do.

Yours very truly,

JMD:FRC

J. M. DEVERS

cc- Mr. W. W. Stiffler ✓
Mr. E. A. Collier

NOTED
W. W. STIFFLER

RECEIVED
FEB 20 1950
FOR FILING

4-4272

3116

Salem, Oregon
February 17, 1950

Claim for damages —
Dr. Robert Meikes

Mr. J. M. Devers
Chief Counsel

Herewith a report from Mr. DeFrance in regard to the claim by Mr. Reynolds of Astoria for damage to a car owned by Robert Meikes.

This report is self-explanatory and we concur in Mr. DeFrance's recommendation.

L. H. Warfield
Staff Engineer

LHW:bl
Enclosure

FORM E-30 25M 1-46 28089

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1950

SUBJECT: Claim for Damages - Dr. Robert Neikes

To: Mr. L. H. Warfield
Staff Engineer

Dear Sir:

Reference is made to a recent claim submitted by Attorney M. E. Reynolds of Astoria in behalf of Dr. Robert Neikes claiming reimbursement in the sum of $44.00 for paint damage to his car.

It is stated that this damage was sustained on August 9 last year and first brought to our attention on January 19, over five months later. This delay has made it impossible for us to observe the damage or to make a prompt investigation. We were not permitted to verify the extent of the damage or participate in the remedial measures taken. We have not been advised as to the extent of the damage, whether washing, steam cleaning or repainting of the car was justified.

Our contractor started painting the Youngs Bay Bridge May 25, 1949 and completed his operations on August 19, 1949. The contractor painted the steel truss with practically all of his operations below deck. The handrail and spindles were cleaned and painted by state forces by hand, except the space between spindles which was too small for painting with a brush. A small portable gun, used in painting school signs and other small pavement markings, was borrowed from a sign crew. Less spray gets in the air from this gun and the spray is finely atomized so that it dries rapidly in the air. We were using quick drying enamel. Our spray painting was intermittent and a small proportion of our work which involved mostly cleaning and brush painting. The contractor's work was mostly spray painting with larger spray painting equipment and all below deck.

We believe the probability is much greater that the contractor's operations caused the damage if it was sustained at that bridge. Paint on a car may be picked up many places. Spray painting is a general practice going on at many times and places. State contractors were using this same paint on bridges at Kernville and Yachats at that time. I believe we have every right to question the accuracy of the statement that the car was damaged by paint from our operations at the time and at the place specified. I recommend that we refuse to acknowledge responsibility for the alleged damage.

Very truly yours,

IADeFrance

I. A. DeFrance
Assistant Maintenance Engineer

IAD/bm

RECEIVED
FEB 1 1950
FOR FILING

4-4212

3116

Files

3116

Salem, Oregon
January 24, 1950

Mr. J. M. Devers
Chief Counsel
Oregon State Highway Dept.
OFFICE

Dear Sir:

I have your letter to Mr. Stiffler in which you state Mr. Reynolds of Astoria has filed a claim of $44.00 for damages to a car owned by Mr. Meikos, this damage resulting from painting operations by one of our bridge crews.

In checking with your office it was determined the accident happened on August 9, 1949 at the Youngs Bay Bridge. The Youngs Bay Bridge was painted this year by the Tri-State Painting Company under contract 3116. The address of the Tri-State Painting Company is, 3621 Southeast 52nd Avenue, Portland 6, Oregon. It would seem this responsibility was that of the contracting company and not the Highway Department.

L. H. Warfield
Staff Engineer

LHW:ko

NOTED C.A.C.
1-24-50 gl

3116

Tri-State Painting Co.
3621 SE 52nd Ave.
Portland 6, Ore

FORM E-30 25M 6-49 32502

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23, 1950

SUBJECT:

To:
Mr. W. W. Stiffler
Assistant Highway Engineer
Office

Aug. 9, 1949
Youngs Bay Bridge

Dear Mr. Stiffler:

I have just received a letter from Mr. Reynolds, an attorney in Astoria, with which he files a claim in the sum of $44.00 for Dr. Neikes. He said in his letter that the Doctor had his car parked at the Astoria Yacht Club and while our crew was painting the bridge some paint was thrown on his car. It cost $44.00 to repair.

Will you please get what facts you can about this matter for if the facts are as stated in Mr. Reynolds' letter the State will have to pay the bill.

I suggest that the paint crews be instructed when using paint to advise that the owners of cars move them until the paint job is done.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH

1-23-50, g.

8116

Tri-State Painting Co.
3621 SE 52nd Ave.
Portland 6, Ore

FORM E-30 25M 6-40 53808

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23, 1950

SUBJECT:

To: Mr. W. W. Stiffler
Assistant Highway Engineer
Office

Aug. 9, 1949
Youngs Bay Br.

Dear Mr. Stiffler:

I have just received a letter from Mr. Reynolds, an attorney in Astoria, with which he files a claim in the sum of $44.00 for Dr. Neikes. He said in his letter that the Doctor had his car parked at the Astoria Yacht Club and while our crew was painting the bridge some paint was thrown on his car. It cost $44.00 to repair.

Will you please get what facts you can about this matter for if the facts are as stated in Mr. Reynolds' letter the State will have to pay the bill.

I suggest that the paint crews be instructed when using paint to advise that the owners of cars move them until the paint job is done.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH

1-23-50, g

RECEIVED
FEB 3 1950
FOR FILING
4-4217
2116

Salem, Oregon
February 2, 1950

Mr. I. A. DeFrance
Assistant Maintenance Engineer

Attached is a copy of a letter received from Mr. Devers which is self-explanatory. Will you make an investigation, if necessary, in order that you can give us your recommendation in regard to this claim.

L. H. Warfield
Staff Engineer

bl
Attach

FORM E-30 25M 6-40 22908

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 31, 1950

SUBJECT:

To: Mr. L. H. Warfield
Staff Engineer

Dear Mr. Warfield:

We are in receipt of your letter of the twenty-fourth relative to a claim made by Dr. Neikes of Astoria for damage to his car caused by paint which he claims was the result of Highway Department employees and in which letter you referred to our records and called attention to the possibility that the responsibility for this damage is on the contracting company that painted the bridge for the State.

Mr. May of this office checked through our records,and I quote his report to me:

> "As Mr. Warfield stated in his letter, this bridge was painted by a contractor who completed the job on August 19, 1949; however, the contractor painted only the steel center section of the bridge. During the month of August, State crews did considerable work on each end of the bridge, and on August 9, the date of the incident, were engaged in cleaning and paint spraying.
>
> "There is no way of determining at this late date whether the damage was caused by the contractor or by the State crews. If Dr. Neikes had notified us of the incident at the time it occurred, responsibility could have been determined, since the contractor was using a different type of paint from that used by our crew. It is to be noted that the damage was caused while Dr. Neikes' car was parked near the north end of the bridge. Our records do not show which end of the bridge the State crews were working on at that date, but there is at least an even chance that they were painting the north end. If so, the probabilities are that the damage was caused by our crew even though I am informed that paint spray can be carried great distances by the wind."

In view of what Mr. May has stated and in view of our record as disclosed by him, I think perhaps some further inquiry should be made in the field because information we have is not sufficient to warrant our making a claim against the contractor.

Mr. L. H. Warfield
Page 2
January 31, 1950

I have written Mr. Reynolds, Attorney for the Doctor, and asked for some further information, but I think perhaps in view of what I have quoted from Mr. May's report some further inquiry should be addressed to our painting crew or some other employees who may have or may be able to get more detailed information.

Very truly yours,

JM Devers

J. M. DEVERS

JMD:NH

RECEIVED
SEP 6 1949
FOR FILING

4-4212

3116

September 2, 1949

Continental Casualty Co.
310 S. Michigan Avenue
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3116, covering painting of the Youngs Bay and Lewis and Clark River Bridges on the Oregon Coast Highway in Clatsop County, has been completed by the contractor, Tri-State Painting Co., and that final payment in the amount of $997.50 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $5,900.00, and that no force account work was performed on the project. This contract was completed August 19, 1949 but has not as yet been accepted by the Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Mr. Warner M. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Wash.

C. A. Tommassens & Sons

NOTED ON CARD
[illegible]

RECEIVED
MAY 10 1949
FOR FILING

4-4212

3116

May 9, 1949

Tri-State Painting Co.
9921 S. E. Woodstock Court
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3116, which was awarded to you on April 11, 1949 by the State Highway Commission, covering painting of Youngs Bay and Lewis and Clark River Bridges in Clatsop County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 14 1949
FOR FILING
4-42120
2116

April 13, 1949

Tri State Painting Co.
3622 S. E. 52nd Avenue
Portland 6, Oregon

Gentlemen:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for painting steel in Youngs Bay and Lewis and Clarks River Bridges on the Oregon Coast Highway, in Clatsop County. This award was based on your low bid of $5,900 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert
G. S. Paxson

6-4213 Repair & Replace Pier fenders 1949
at McCullough Bridge on Oregon
Coast Hwy.; Eastside Bridge and
#3117 Enegren Ferry, near City of Coos Ba

RECEIVED
OCT 10 1949
FOR FILING

6-4213

3117

October 7, 1949

Hasburg Insurance Agency

Coos Bay, Oregon

Attention: Mr. Edgar V. White

Gentlemen:

Your letter of September 8 addressed to Mr. W. A. Reeves concerning an extension of time on Hillstrom Shipbuilding Company's Contract 3117 has been referred to this office for reply.

The Highway Commission at its meeting September ~~27~~ 21 approved the extension of time from July 31 to August 31, 1949 without penalty. The Commission does not ordinarly furnish executed copies of the extensions of time. We trust that the information as conveyed in this letter together with the incomplete form attached will fill your needs.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - W. A. Reeves

NASBURG
EST. 1906
INSURANCE AGENCY
SAFETY AND SERVICE - WE GIVE BOTH
COOS BAY, OREGON

September 8, 1949

Mr. W. A. Reeves
Bridge Office Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Reeves:

Thank you for your letter of September 6 enclosing a copy of engineer's recommendation on Hillstrom Shipbuilding Company under contract #3117.

What we are desirous of having is a copy of the request together with the signed consent of the Highway Department for the records of the surety company. We see that the request has been signed by K. D. Lytle as recommended for approval but the form appears to be incomplete. If you can secure for us a copy of the completed form showing that the extension has been granted, it will be very helpful.

Yours very truly,

NASBURG INSURANCE AGENCY

BY: Edgar White
Edgar V. White

EVW:r

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
SEP 9 - 1949
OREGON STATE HIGHWAY COMMISSION

RECEIVED
OCT 3 1949
FOR FILING

6-4213

3117

September 30, 1949

Hillstrom Shipbuilding Co.
912 North Front St.
Coos Bay, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 31 days, from July 31 to August 31,1949, within which to complete your contract No. 3117 for pier fender repairs on the McCullough and Eastside Bridges and the Hoegren Ferry Slips, in Coos County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

W. A. Reeves

NOTED ON CARD
9-30-49 gl

RECEIVED
SEP 26 1949
FOR FILING

6-4213
3117

September 23, 1949

Royal Indemnity Co.
150 William St.
New York 8, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3117, covering pier fender repairs on the McCullough and Eastside Bridges and Enegren Ferry Slips in Coos County, has been completed by the contractor, Hillstrom Shipbuilding Co., and that final payment in the amount of $2,823.43 will be made on or after October 3, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $12,768.34, of which amount $501.30 represents force account items. This contract was completed on August 23 and accepted by the Highway Commission on September 21, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Nasburg Insurance Agency
146 Central St.
Coos Bay, Oregon

NOTED ON CARD
9-23-49 g.c

RECEIVED
SEP 8 1949
FOR FILING

6-4313

3117

September 6, 1949

State Highway Commission

Request for extension of time
No. 10
September 19 and 20 meeting

Gentlemen:

Re: Pier Fender Repairs at McCullough
Bridge, Eastside Bridge and [illegible]
Ferry Slips in Coos County,
Contract No. 3117

Herewith copy of a request for an extension of time in the amount of 31 days, from July 31, 1949 to August 31, 1949, from the contractors, Hillstrom Shipbuilding Co., in which to complete the work under their contract for repairing the fender piling at the McCullough Bridge over Coos Bay and at the Eastside Bridge over Isthmus Slough, and the redriving of the [illegible] Ferry Slips.

During the progress of the work additional damage was sustained by the fender piling of the McCullough Bridge, and additional piling were driven under an extension of the contract.

In view of these facts it is requested that the extension be granted without penalty to the contractor. This is a State Project, and concurrence of the Bureau of Public Roads is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

RECEIVED
JUN 15 1949
FOR FILING

6-4212

3117

June 13, 1949

State Highway Commission

Gentlemen:

Re: Renewal of Pier Fenders at Coos Bay
(McCullough) Bridge and Ferry Slips
at Snagren Ferry

We have a contract with the Hillstrom Shipbuilding Company of Coos Bay to renew nine dolphins at the McCullough Bridge over Coos Bay. Since this contract was awarded, four additional dolphins have been broken off and should be renewed at the same time that the nine now under contract are replaced.

Under our contract prices the cost of these dolphins is as follows:

Drive 20 piles	at $29.00 each	$580
Furnish 1,300 lin. ft. of piling at $0.45		585
	Total	$ 1,165

At the Snagren Ferry Slips the dolphins have been pushed out of line and should be straightened up and rewrapped, which work will be done as an extra work order on actual cost plus percentages as set up in the contract. The estimated cost is $475. These two items make up a total additional cost of $1,640. This is a small contract, and our contingency fund is only $447.70. It is recommended that an additional authorization of $1,640 for this contract be allowed.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
MAY 12 194
FOR FILING
6-4213
3117

May 11, 1949

Hillstrom Shipbuilding Co.
912 North Front St.
Coos Bay
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3117, which was awarded to you on April 11, 1949 by the State Highway Commission, covering pier fender repairs at McCullough Bridge, East Side Bridge and Enegren Ferry Slips. This copy is for your records and files.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 14 1949
FOR FILING

6-42-13

217

April 13, 1949

Hillstrom Shipbuilding Co.
P. O. Box 825
North Bend, Oregon

Gentlemen:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for repair and replacement of pier fenders at McCullough Bridge on the Oregon Coast Highway, in Coos County; also at Eastside Bridge and Englren Ferry on Coos River Secondary Highway, all near the City of Coos Bay. This award was based on your low bid of $11,198.56 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert
G. S. Paxson

14-4205 Collins Creek & Parkdale Sections
of Hood River and Mt. Hood
Highways. 1949
#3118

RECEIVED
OCT 31 1949
FOR FILING

14-4205

3118

October 31, 1949

Collins Concrete and Steel Pipe Co.
3841 North Columbia Boulevard
Portland 3, Oregon

Gentlemen:

In reply to your letter of October 28 concerning the status of Saxton and Sons Contract 3118 for work on the Collins Creek and Parkdale Section of the Hood River Secondary and Mt. Hood Primary highways in Hood River County, we can advise that the contract was completed July 7, 1949, and it is anticipated that this job will be presented for acceptance at the Commission meeting November 7 and 8.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

"PERMANENT AS THE PYRAMIDS"
Pyramid Concrete Products

J. J. COLLINS, PRESIDENT
TWINOAKS 5551

Collins Concrete and Steel Pipe Co.
3841 N. COLUMBIA BOULEVARD
PORTLAND 3, OREGON

CONCRETE SEWER,
CULVERT AND IRRIGATION PIPE
CONCRETE METER BOXES
HIGHWAY GUARDRAIL POSTS
DRAINAGE TILE

CORRUGATED METAL CULVERT PIPE
GALVANIZED RANGE BOILERS
STEEL SEPTIC TANKS
ELECTRIC HOT WATER HEATERS
GALVANIZING

October 28, 1949

Oregon State Highway Commission
Salem,
Oregon.

Gentlemen:

Will you please furnish us with the completion and acceptance date on the Collins Creek-Parkdale Section Mt. Hood Highway, awarded to Saxon & Sons, Corvallis, Oregon.

Very truly yours,

COLLINS CONCRETE & STEEL PIPE CO.

Ray Town

Ray Town.

RT:cg

RECEIVED
OCT 31 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 31 1949
FOR FILING

Baldock

14-4205

2-17

October 13th, 1949

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Collins Creek and Parkdale Section — Hood River Secondary and Mt. Hood Highways

Prefix 14-4205-201(46) — Grade, Surface and Stockpile — Contract #3118

A. H. Saxton and Sons, Contractors
Dean Swift, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Clearing and Grubbing	100%		$	$	$660.70	$3,200.00
*Struct. Exc., Unclass.	172.7	Cu. Yd.	2.64	3.00	455.46	518.10
*Gen'l. " "	21,120.1	" "	0.29	0.30	6,139.71	6,336.03
*Short Overhaul	28,945	Yd. Sta.	0.018	0.02	508.91	578.90
*Long Overhaul	0.5	C-Yd. Sta.	0.44	0.50	0.22	0.25
*Finishing R/B & Slopes	0.5	Mile	1224.46	800.00	612.23	400.00
*Rounding Cutbanks	1,200	Lin. Ft.	0.17	0.20	207.20	240.00
*60" Extra St. Corr. Metal Pipe	162	" "	25.46	25.00	4,124.40	4,050.00
3"-1½" Rock in Base	1,825	Cu. Yd.	2.76	3.00	5,037.00	5,475.00
3/4"-0" Rock in Cushion Course	1,870	" "	2.76	3.10	5,161.20	5,797.00
Sprinkling	80	M/Gal.	3.00	3.00	240.00	240.00
Preparation of Base	0.5	Mile	300.00	300.00	150.00	150.00
Furn. & Place Aggregates	445	Cu. Yd.	4.01	4.80	1,784.45	2,136.00
Furn. & Place 121-150 Asphalt	35.57	Ton	60.00	60.00	2,134.20	2,134.20
3/4"-½" Rock in Stockpile	5,098.4	Cu. Yd.	2.00	2.95	10,196.80	15,040.28
½"-¼" Rock in Stockpile	5,149.6	" "	2.00	2.95	10,299.20	15,191.32
¼"-0" " " "	2,562	" "	2.00	2.95	5,124.00	7,557.90
SP Screen Rejects in Stockpile	508.2	" "	0.25	0.25	127.05	127.05
SP Haul Adjustment, Favor of Contractor	2,676	Yd. Mi.	0.09	0.12	240.85	321.12

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Purchase Order #4173, Clearing SP Sites			$	$	$270.90	$350.35
Private Sale to City of Hood River	630	Cu. Yd.	2.43	3.50	1,530.90	2,205.00
					$55,005.38	$72,048.50

*Work done by Heavy Hauling Company

	Total Cost	Gross Revenue	Profit	% Profit
Heavy Hauling Co.	$12,708.83	$15,323.28	$2,614.45	17.0
A. H. Saxton and Sons	42,296.55	56,725.22	14,428.67	25.4
Total	$55,005.38	$72,048.50	$17,043.12	23.7

Detail of Cost

A. H. Saxton & Sons

Labor:		
Supervision	$1,750.00	
Labor	9,127.99	
State Industrial Accident Insurance	482.64	
Social Security	106.65	
Unemployment Insurance	319.94	$11,787.22
Equipment Rentals & Miscellaneous:		
Equipment Rentals	$8,266.00	
Rented Trucks	4,398.19	
Gas, Oil and Grease	2,391.51	
Lumber and Building Materials (Bunkers)	1,096.32	
Freight and Cartage	983.86	
Small Tools and Misc.	1,130.83	
P.U.C. Fees	248.18	
Bond	318.36	
Home Office and General Overhead	1,303.92	20,137.17
Amount Paid C. Double for Drilling and Shooting Quarry		3,437.46
Amount Paid Oregon Asphalt Co. for Placing Base Rock, Aggregates and Furnishing and Placing Asphalt		6,934.70
Total Cost		$42,296.55

Detail of Cost

Collins Creek and Parkdale
Heavy Hauling Company

Labor:				
Supervision			$600.37	
Labor			2,182.55	
Payroll Taxes			122.71	$2,905.63
Materials:				
60" Corr. Metal Pipe	162 lin. ft.	at $18.78	$3,042.36	
60" Corr. Metal Pipe Bands	4 each	" 28.65	114.60	3,156.96
Equipment Rentals & Miscellaneous:				
Equipment Rental			$3,113.00	
Hired Equipment			1,048.50	
Gas, Oil and Grease			544.91	
Freight & Cartage			990.00	
Small Tools & Misc.			542.56	
Bond			82.27	
Home Office & General Overhead			325.00	6,646.24
Total Cost				$12,708.83

Breakdown of Costs

A. H. Saxton & Sons
Crushing and Hauling Crushed Rock

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up	$6,137.76	17,580	Cu. Yd.	$0.35
Drill and Shoot	3,846.58	"	" "	0.22
Load and Haul	4,313.67	"	" "	0.25
Crush	6,878.05	"	" "	0.39
		Cost in Bunker		$1.21
Haul to Stockpile	10,493.93	17,580	Cu. Yd.	0.60
Stockpile	2,618.31	13,885	" "	0.19
Rejects	127.05	508.2	" "	0.25

Remarks:

This was a "State Project" calling for the construction, rocking and oiling of 0.50 mile of highway roadbed and the crushing and stockpiling of 12,000 cubic yards of crushed rock. The project was bid and awarded to the contractor April 11th, 1949, work was started May 6th, and the project was completed July 6th, 1949.

Excavation items were subcontracted to the Heavy Hauling Company by the contractor, and the placing of the crushed rock surfacing, mineral aggregates and the furnishing and placing of the asphalt were done by the Oregon Asphalt Company.

Equipment used by the Heavy Hauling Company for the excavation consisted of one D8 tractor with dozer and 16 cubic yard carryall and one pickup. Two shifts were worked and while only one piece of equipment was used, progress was very good. Because of the absence of adequate equipment, the finishing was very poor, and considerable work was done by the oiling contractor on finishing prior to the placing of the base rock.

Equipment used by the contractors for crushing consisted of their three-crusher crushing plant, one 3/4 cubic yard shovel, two dumptors for pit trucks, four company-owned trucks, one TD14 tractor with dozer, two transport trucks, one welder, one shop trailer, two pickups and small tools, water pump etc. Hired trucks were used as required on the haul.

The crushing plant operated two shifts of 8 hours each, with an average production of 1,000 cubic yards per day. Very little down time due to breakdowns was experienced, and no lost time because of weather conditions. Due to the high average production, costs were very low, and an excellent profit was made, as the crusher started operations May 30th, and completed June 23rd. Total time, including setup and moveout, was exactly two months.

This project was well handled, excellent progress was made on crushing, equipment rentals and labor on excavation were very low, and a large profit was realized.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
AUG 30 1949
FOR FILING

14-4205
3118

August 26, 1949

United Pacific Insurance Company
Fidelity and Surety Dept.
Seattle 14, Washington

Gentlemen:

Please be advised that State Highway Contract No. 3118, for work on the Collins Creek and Parkdale Section of the Hood River Secondary and Mt. Hood Primary Highways in Hood River County, has been completed by the contractor, A. N. Saxton & Sons, and that final payment in the amount of $2,057.64 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $69,493.15, and that no force account work was performed on the project. This contract was completed on July 7, 1949 but has not as yet been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates

NOTED ON CARD

8-26-49 e

RECEIVED
AUG 24 1949
FOR FILING
14-4205
3118

August 23, 1949

A. H. Saxton & Sons
Port Orford,
Oregon

Attention: A. H. Saxton

Gentlemen:

Answering your letter of August 19 concerning a check for payment of Estimate No. 3 in your Contract No. 3118, all that I can say is that the voucher was sent to the Secretary of State on August 4 to issue a warrant, but the voucher was inadvertently misplaced in that office.

I am assured by the Secretary of State's office that the issuance of the warrant will be expedited. Needless to say, we regret the delay.

With best regards,

Secretary
OREGON STATE HIGHWAY COMMISSION

RBG:fm

A. H. SAXTON & SONS
GENERAL CONTRACTORS
R. R. 2
CORVALLIS, OREGON

IN REPLYING ADDRESS :

Port Orford, Oregon
August 19, 1949

H. B. Glaisyer
Secretary, State Highway Comm.
Salem
Oregon.

Dear sir,

I wish to call your attention to the fact that the State check for extimate 3 of the State contract # 3118, for the sum of $ 11,599.34 has been unduly delayed.

Would you please check this matter and see if it has gone astray?

Yours truly,

A. H. Saxton & Sons

By A. H. Saxton

[illegible] 8/4

RECEIVED
AUG 2 [illegible]
[illegible]

RECEIVED
JUL 25 1949
FOR FILING
14-4205
3118

July 25, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to A. H. Saxton & Sons, on contract No. 3118, covering the Collins Creek and Parkdale Section of the Hood River Secondary and Mt. Hood Primary Highways in Hood River County. This payment, in the amount of $11,959.34, will be made on or after August 5, 1949. The retained percentage is $2,085.63.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates
901 S.W. Washington
Portland 5, Oregon

NOTED ON CARD

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 9,1949, 19

Section Collins Creek and Parkdale

Kind of work Grad. Surf. Oil and Rock Prod

Highway Mt. Hood and Hood River

Section prefix 14-4205

Contractor A.H.Saxton and Sons

Contract number 3118

Date of contract Apr. 11,1949, 19

Date of completion Sept. 30,1949, 19

Date work started Apr. 11,1949, 19

Estimated date of completion July 6,1949, 19

Amount of contract . . . . $ 66,771

Per cent of time elapsed 56 %

Estimated cost of completed project, exclusive of engineering . . . . $ 66,771

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Fry and Yett started oiling onbTuesday and finished on Wednesday. This finished the congract. Got a very good job on the B-2 oiling, left the ½-0 off for a while. The Maintenance crew will dust it next week.

Signed Dean Swift

Address The Dalles, Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.5	0.5		0.5	
Miles partially completed					
Miles completed	0.5	0.5		0.5	
Total estimated quantities	20,000	3,750	12,000	500	
Estimated quantities moved or placed to date	20,000	3,750	12,000	500	
Average daily quantities				250	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				10	

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ...,

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
1 [illegible] 1942
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 1[illegible]
FOR FILING

14-4205

3118

May 11, 1949

A. H. Saxton & Sons
Route 2
Corvallis
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3118, which was awarded to you on April 11, 1949 by the State Highway Commission, covering the Collins Creek and Parkdale Section of the Hood River Secondary and Mt. Hood Primary Highways in Hood River County, This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 14 1949
FOR FILING

14-4205

3118

April 14, 1949

A. H. Saxton & Sons
Route 2
Corvallis, Oregon

Gentlemen:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for grading, surfacing and oiling on the Collins Creek and Parkdale Sections of the Hood River and Mt. Hood Highways, in Hood River County. This award was based on your low bid of $66,771 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert

14-8302 Mosier Rock Production Project 1949
on three state highways.

#3119

RECEIVED
NOV 21 1950
FOR FILING

14-8302
3119 (CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION
(date)
Nov. 16, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3119	10-final	Arthur Gentemann	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18867	R 3944	$ 1,219.79	11/15/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 30, 1949

Time Extensions: Extended to April 30, 1950 with engineering penalty (See PENALTIES)

Completion Date: April 15, 1950

Date Accepted: July 11, 1950

Penalties: Engineering Penalty to be assessed from Oct.1,1949 to date of completion, which is April 15, 1950.

Claims: None of record

Remarks:

Mr. Glaisyer
Deduction in amount of
522 89 was taken
from final Est. covered by
this warrant for
Engineering costs due to
Contractor's failure to
finish job within
specified time –
this deduction
is shown in itemized
form between
dates shown above

NOV 17 1950

- -

Date: 11-16-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 17 1950
A. A. Wicklander

NOTED ON CARD
11-17-50 g

RECEIVED
NOV 3 - 1950
FOR FILING

14-8302
3119

November 2, 1950

W. Talbot Sinclair, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 3119, for rock production on the Mosier Section of the Columbia River, The Dalles-California and Hood River Secondary Highways in Hood River and Wasco Counties, has been completed by the contractor, Arthur Gentemann, and that revised final payment in the amount of $1,219.79 will be made on or after November 13, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the revised total contract amount is $57,566.46, and that no force account work was performed on the project. This contract was completed on April 15 and accepted by the Highway Commission on July 11,1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-2-50 gP

RECEIVED
OCT 31 1950
FOR FILING

14-8302

3119

NOTED
W. C. WILLIAMS

5924 S.W. 30th
Portland 19 Ore
Oct 27-50

Oregon State Highway Comm
Mr R H Baldock
and Mr W. C. Williams

Dear Sir

Your letter of Oct 25 received

I want to thank you for reducing my penalty charges to $522.89 and I now am well pleased.

I injoyed the whole job

I wish to mention that the field engineers in charge was also very nice to me in cooparation with my contract 3119.

I thank you. Yours truly

Arthur Gentemann

RECEIVED
OCT 26 1950
FOR FILING

14-83r2

3119

October 25, 1950

Mr. Arthur Gentemann
5924 S. W. 30th
Portland 19, Oregon

Dear Sir:

The revised final voucher on your Contract No. 3119 is now being put through for payment, and your engineering penalty has been reduced to $522.89.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith

Williams ✓

Revised final voucher is being put through cutting engineering charge to 522.00.

NOTED
W. C. WILLIAMS

ASSIGNMENT

October 23, 1950 [redacted]

No. 2261

By [redacted]

Description: Letter of October 26 by Arthur Gentemann of Portland regarding his final estimate on Contract No. 3119

Acknowledged by _ _ _ _ _ Referred to _ _ Smith _ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

Assignment executed _ _ _ _ _ _ Report received 10-24-50

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

5924 SW 30th
Portland 19 Ore
10-26-50

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
OCT 28 1950
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Comm
Salem Ore.
Dear Sir

About the first at september I was in your office and talked to Mr Williams and Mr Smith about an ajustment at engineers expense on my final estimate for contract #3119. The estimate was left with Mr Probert.

I do not want to rush you in any way only I was wondering if the estimate has bin misplaced or over looked.

I do think the charges is way to much and hope you can see to cut the charges down 50 per cent

NOTED
W. C. WILLIAMS

I did the job satisfactory and in order to obtain good hard and clean Rock on the Dalles end at the job I bought the material from a privit party witch was a much better material than I could get from your quarry at M.P. 88.

Considering every thing I hope you can see to make me a liberal ajustment.

I Thank you.
Yours truly
Arthur Gentemann

RECEIVED
MAY 24 1950
FOR FILING

14-83022

3119

May 24, 1950

W. Talbot Sinclair, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3119, for rock production on the Mosier Section of the Columbia River, The Dalles-California and Hood River Secondary Highways in Hood River and Wasco Counties, has been completed by the contractor, Arthur Gentemann, and that final payment in the amount of $575.01 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $56,921.68, and that no force account work was performed on the project. This contract was completed April 15, 1950 but has not as yet been accepted by the Highway Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. A. Bjorklund
Robert P. Dawson

[illegible]
5-24-50

RECEIVED
MAY 9 - 1950
FOR FILING

14-83020

3119

May 9, 1950

W. Talbot Sinclair, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

You are advised of the intention of the State Highway Commission to make semi-final payment to Arthur Gentemann, on contract No. 3119, for rock production on the Mosier Section of the Columbia River, The Dalles-California and Hood River Secondary Highways in Hood River and Wasco Counties. This payment, in the amount of $6,567.57, will be made on or after May 19, 1950. The retained percentage is $1,742.68.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. A. Bjorklund, Manager
United States Fidelity & Guaranty Co.
221 Kearns Bldg.
Salt Lake City 8, Utah

Robert P. Dawson

NOTED ON CARD
5-9-50 gP

RECEIVED
1 - 1950
FOR FILING

14-33[illegible]

3119

May 1, 1950

Mr. Arthur Gentemann
General Delivery
The Dalles, Oregon

Dear Sir:

The State Highway Commission, at its meeting on April 25, 1950, had under discussion your request for an extension of time of 30 days, from March 31 to April 30, 1950, within which to complete your contract No. 3119 for rock production on the Mosier Section of the Columbia River, The Dalles-California and Hood River Secondary Highways in Hood River and Wasco Counties.

The Highway Commission granted your request for an extension of time with the understanding that all engineering costs are to be assessed from October 1, 1949 to date of the completion of the contract. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD
5-1-50 gP

Form E-1—8M—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section MOSIER

For Week Ending April 15, 1950, 19

Highway Col.Riv.,Hood Riv.& Dalles - Calif.

Kind of work Rock Production

Contractor Arthur Gentemann

Section prefix 14-8302

Contract number 3119

Date of Contract April 11, 1949, 19

Date of completion Sept. 30, 1949, 19

Date work started May 25, 1949, 19

Estimated date of completion April 15, 1950, 19

Amount of contract $ 53,820.00

Per cent of time elapsed 215 %

Estimated cost of completed project, exclusive of engineering $ 55,520

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2500, 4.6 %

Date project was completed April 15, 1950, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Placed the last rock in stockpile at site "L" on the Dalles - Calif. Hwy Saturday. Will be a few days before all piles can be measured.

Semi-final estimate for this project will be ready about May 1st.

FINAL REPORT

NOTED

Signed A.V. Benedict AV Benedict

Address Box 420, The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			18,700 C.Y.		
Estimated quantities moved or placed to date			18,700 C.Y.		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			10		
Average force on project for week			6		

Percentages of men employed on contract to be secured from:

.................County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Trucks 3 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
APR 20 1950
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 10 1950
FOR FILING

14-8305

3119

April 7, 1950

Request for extension of time
No. 3
April 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Mr. Arthur [illegible] for an extension of time on Contract No. 3119, Rooster Rock Production Project on the Columbia River Highway, from March 31, 1950 to April 30, 1950.

The Commission at its meeting on December 19, 1949 granted a request for an extension to March 31, 1950, with the understanding that all engineering costs were to be assessed from October 1, 1949 to date of the completion of the contract.

I would recommend that this additional request for extension be granted with the penalty reaffirmed from the date of October 1, 1949 to the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith
HGS: :bl

RECEIVED
JAN 11 1950
FOR FILING

14-8302
3119

January 9, 1950

Mr. Arthur Gentemann
5924 S. W. 30th Ave.
Portland 19, Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion your request for an extension of time of 90 days, from December 31, 1949 to March 31, 1950, within which to complete your contract No. 3119 for rock production on the Mosier Section of the Columbia River, The Dalles-California and Hood River Secondary Highways in Hood River and Wasco Counties.

The Highway Commission granted your request for an extension of time but with the understanding that all engineering costs are to be assessed against you from October 1, 1949 to the date of the completion of the contract as penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD
1-9-50 cgf

RECEIVED
DEC 13 1949
FOR FILING

14-9302
3119

December 8, 1949

Request for extension of time
No. 17
December 19 and 20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Arthur Gustemson for an extension of time on Contract No. 3119, Mosier Rock Production Project, from December 31, 1949 to March 31, 1950.

On November 8, 1949 the Commission granted an extension on this contract from September 30 to December 31, with the understanding that all engineering costs were to be assessed from October 1, 1949 to the date of completion of the contract.

I would recommend that this additional request for extension be granted with the penalty reaffirmed from the date of October 1, 1949 to the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc W. C. Williams
H. G. Smith

hi

RECEIVED
NOV 22 1949
FOR FILING

14-8302

3119

November 22, 1949

Mr. Arthur Gentemann
P. O. Box 192
Hood River, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 8, 1949, had under discussion your request for an extension of time of 92 days, from September 30 to December 31, 1949, within which to complete your contract No. 3119 for rock production on the Mosier Section of the Columbia River, The Dalles-California and Hood River Secondary Highways in Hood River and Wasco Counties.

The Commission granted the extension of time requested by you, however, all engineering costs are to be assessed, from October 1, 1949 to the date of the completion of the contract, as penalty. I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

H. O. Smith

NOTED ON CARD

11-22-49

RECEIVED
OCT - 3 1949
FOR FILING

14-9302

3119

September 29, 1949

Request for extension of time
No. 2
November 7 and 8 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Arthur Gentemann for an extension of time on Contract No. 3119, Mosier Rock Production Project, from September 30, 1949 to December 31, 1949.

The Contractor has been very slow in producing material on this project, and has caused considerable delay in the state maintenance program.

For that reason I would recommend that the extension be granted with engineering penalty to be assessed against the contractor from October 1, 1949 to the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
APR 27
FOR FILING

14-83022

3119

April 27, 1949

Mr. Arthur Gentemann
5924 S. W. 30th Avenue
Portland 19, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3119, which was awarded to you on April 11, 1949 by the State Highway Commission, covering rock production on the Mosier Section of Columbia River, The Dalles-California and Hood River Secondary Highways in Hood River and Wasco Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 14 1949
FOR FILING

14-830

3119

April 14, 1949

Mr. Arthur [illegible]
5924 S. W. 30th Avenue
Portland 1, Oregon

Dear Sir:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for the Mosier Rock Production Project on three state highways, in Hood River and Wasco Counties. This award was based on your low bid of $53,820 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

af
cc: S. H. Probert

S-31(4) Henley-Lost River & Malin Secs., 1949
Klamath Falls-Malin Hwy. & Merril
#3120 Rock Prod. on 4 State Hwys.

RECEIVED
AUG 1[illegible] 19[illegible]
FOR FILING

8-31 (4)

OREGON STATE HIGHWAY COMMISSION

Aug. 8, 1950
(Date)

[illegible] 6A Post final
(Contract No.) (Est. No.)

J. H. & M. J. Conley
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
11926	379269	682.20	8/7/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: AUG 9 1950 aaw

NOTED ON CARD
8-9-50 cgl

OREGON STATE HIGHWAY COMMISSION

Aug. 8, 1950
(Date)

3120 (Contract No.)	6A Post final (Est. No.)	J. H. & M. J. Conley (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
11926	379269	682.20	8/7/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Oct. 15, 1949

Completed: Oct. 15, 1949

ACCOUNTING DIVISION

Contract Accepted: Nov. 8, 1949

Time Extensions: None Required

Penalties: None of Record

Claims: None of Record

Remarks:

Date: 8-9-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
JUL 14 1950
FOR FILING

8 - 31 (4)

3120

July 14, 1950

Dooly and Co.
Board of Trade Building
Portland 4, Oregon

Gentlemen:

On January 25 you were advised by this office of our intention to make final payment to J. H. & M. J. Conley for work performed under State Highway Contract No. 3120, covering the Henley-Lost River and Malin Sections of the Klamath Falls-Malin Highway in Klamath County. This payment, in the amount of $7,654.47, was mailed to the contractor on February 8, 1950.

Please be advised that a post-final payment on this job, amounting to $682.20, is ready for immediate release. The total contract amount is now $250,302.28 with no force account work being done on the project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Company of America
General Insurance Building
Seattle 5, Washington

NOTED ON CARD
7-14-50

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APR 3 1950
FOR FILING

5-31(4)

2120

March 31, 1950

Mr. E. L. Stephens
Project Manager
Klamath Project
P. O. Box 312
Klamath Falls, Oregon

Dear Sir:

Your letter of February 2, addressed to Mr. P. P. Whitmore, Resident Engineer, Klamath Falls, has been brought to my attention with reference to the following paragraph:

"The question of drainage in the borrow pits was brought up by a number of the property owners adjacent to the proposed project and also, by the Klamath Irrigation District. It is understood that the drainage was not entirely satisfactory to them and that further work in connection therewith might be necessary."

The State Highway Commission does not recognize that adjacent property owners have any right to drain their property through the state highway borrow pits. In fact, the state laws expressly prohibit such practice.

In this particular case, the State Highway Department attempted to purchase a wider right of way, so that a deeper ditch could be provided along the entire project. The property owners protested to the Commission against selling this right of way, and we were instructed to proceed upon the narrow right of way. We took great care in an endeavor to leave as much drainage as possible after securing the necessary widened roadbed. If the property owners find the need of any further drainage it will be necessary for them to construct it upon their own property, as the highway right of way is not of sufficient width to serve both the highway and as a drainage ditch.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. W. E. Chandler
Mr. P. P. Whitmore

FORM 2-36X 10M 6-49 31000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Box 1090 Klamath Falls, Oregon.
March 29,1950.

SUBJECT: U S Reclamation Correspondence
Henley- Lost River Section

To: Mr H G Smith, Construction Engineer
State Highway Dept.
Salem, Oregon.

Dear Sir;

As was discussed with you and Mr Swift and as advised by you yesterday I forward to you now a letter received by me from E L Stephens, Project Manager of Klamath Project, U S Reclamation Bureau. Since the Henley-Lost River Section of the Klamath Falls- Malin Highway has been resurfaced and contract work completed, their pipes, siphons, etc., are installed and have been in use. Such structures were built as they thought requisite. Drainage was not discussed or considered for special attention. To clarify status, I attach former correspondence.

Very truly yours,

P P Whitmore

P P Whitmore
Resident Engineer.

cc WEC

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Klamath Project
P. O. Box 312
Klamath Falls, Oregon

February 2, 1950

P. P. Whitmore, Resident Engr.
Oregon State Highway Commission
P. O. Box 1090
Klamath Falls, Oregon

Dear Mr. Whitmore:

Reference is made to your letter of July 18, 1949, submitting to this office plans and profiles of the proposed road widening project from Henley to Lost River on the Klamath Falls-Merrill Highway.

This work, as proposed in the plans, was gone over by representatives of this office with you and Mr. Blickenstaff on the site, and as far as the interests of the Bureau were concerned, was approved verbally at that time.

The question of drainage in the borrow pits was brought up by a number of the property owners adjacent to the proposed project and also, by the Klamath Irrigation District. It is understood that the drainage was not entirely satisfactory to them and that further work in connection therewith might be necessary.

Very truly yours,

E. L. Stephens
Project Manager

✓ In duplicate

RECEIVED
MAR 31 1950
OFFICE OF
CONSTRUCTION ENGINEER

MISSIONERS
NRY F. CABELL, CHAIRMAN
PORTLAND
HUNON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

COPY
OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

Box 1090 Klamath Falls, Oregon
July 18, 1949

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Charles O. Wamstad
Construction Engineer
U S Reclamation Service
Klamath Falls, Oregon

Dear Sir:

Herewith are plans and profile of Proposed Henley-Lost River Highway Project, the contract for which work was let to JN & MJ Conley April 11,1949.

After looking over this proposed work in the field with you and other representatives of the Reclamation Service,,we believe that we have or can provide all necessary works for irrigation operations as now and formerly were performed. This is request for your approval of the plans as they pertain to the existing Government works, or any suggestions for changes you may deem desirable.

Very truly yours,

P.P. Whitmore
Resident Engineer.

cc W E Chandler

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Klamath Project
P. O. Box 312
Klamath Falls, Oregon

July 13, 1949

P. P. Whitmore, Resident Engineer,
Oregon State Highway Commission,
Klamath Falls, Oregon

Dear Sir:

Reference is made to the proposed widening of State Highway No. 39 from in the vicinity of Henley to the Lost River, just north of Merrill, Oregon.

This office has not received plans of the proposed work, where such work may affect structures or other works in connection with the Klamath Projectoof the Bureau of Reclamation.

It is believed that a proposed change in the culvert of the No. 5 Drain located near the north side of the SW$\frac{1}{4}$SE$\frac{1}{4}$ of Sec. 20, T. 41 S., R. 10 E., W. M., was called to your attention previously. It will be appreciated if you will furnish this office with plans and information on crossings or any other works that may affect existing Government works.

Very truly yours,

E. L. Stephens,
Project Manager

Went to E L Stephens office July 14 - 1949
made appointment to go with his man
Wamstad over the proposed job
& did so July 15.
PPW
He asked for plans & profile

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MAR 30 1950
FOR FILING

March 24th, 1950

FINAL COST ANALYSIS

Henley-Lost River-Malin Section
Contract #3120

J. N. & M. J. Conley, Contractor
P. P. Whitmore, Resident Engineer

Klamath Falls-Malin Highway
Prefix 18-1046 S-31(4)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	L.S.	$	$	$414.78	$800.00
Str. Excav., Unclass.	1,026.1	Cu. Yd.	2.14	2.50	2,197.56	2,565.25
Tr. " "	404.8	" "	1.28	1.50	520.16	607.20
Borrow Exca., Unclass.	3,995	" "	0.43	0.60	1,722.61	2,397.00
Rock Borrow Excav., Unclass.	72,685	" "	0.31	0.55	22,642.29	39,976.75
Gen'l. Excav., Unclass.	7,695.5	" "	0.71	0.50	5,469.37	3,847.75
Truck Haul on Borrow	355,773	Yd. Mi.	0.11	0.10	40,058.20	35,577.30
Finishing R/B & Slopes	8.17	Mile	289.76	350.00	2,367.32	2,859.50
58" Arch Type Corr. Pipe	46	Lin. Ft.	17.79	20.00	818.41	920.00
12" Concrete Pipe	387	" "	1.70	2.20	657.70	851.40
18" " "	573	" "	3.60	3.50	2,060.88	2,005.50
24" " "	393	" "	6.08	5.50	2,391.07	2,161.50
30" " "	36	" "	8.86	7.30	319.00	262.80
36" " "	44	" "	10.79	11.00	474.73	484.00
48" " "	180	" "	18.96	18.00	3,412.32	3,240.00
Salvaging Culvert Pipe	186	" "	2.38	2.50	442.37	465.00
Wood Sight Posts	47	Each	5.98	5.00	281.33	235.00
Mail Box Posts	24	"	6.48	5.00	155.48	120.00
Concrete Curbs	30.23	Cu. Yd.	75.52	80.00	2,283.12	2,418.40
1" Electrical Conduit	190	Lin. Ft.	0.95	1.00	179.55	190.00
Cinders in Base & Shldrs.	17,446	Cu. Yd.	1.26	1.25	21,992.76	21,807.50
3/4"-0" Rock in Level Course & Shldrs.	6,844	" "	2.36	2.60	16,162.56	17,794.40
Sprinkling	2,890.5	M-Gal.	1.32	2.00	3,816.61	5,781.06
Preparation of Base	8.17	Mile	156.43	125.00	1,278.01	1,021.25

Item	Quantity	Unit	Unit Cost	it Bid	Total Cost	Gross Revenue
Furn. & Place Aggregates	10,134.5	Cu. Yd.	$2.99	$3.45	$30,261.92	$34,964.03
Furn. & Place 121-150 Asphalt	714.91	Ton	31.39	37.00	22,443.12	26,451.76
3/4"-½" Cr. Rock in S.P.	5,507.2	Cu. Yd.	2.00	2.75	10,996.69	15,144.80
½"-¼" " " " "	4,306	" "	2.00	2.75	8,598.22	11,841.50
¼"-0" " " " "	2,453.3	" "	2.00	2.75	4,898.74	6,746.58
S.P. Haul Adj., Favor of State	- 3,900.2	Yd. Mi.		0.10		- 390.02
S.P. Screen Rejects in Stockpile	880.2	Cu. Yd.	0.25	0.25	220.05	220.05
PA #1, Purchase Excess:						
1½"-3/4" Cr. Rock in S.P.	1,026.4	" "	1.32	1.25	1,350.63	1,283.00
3/4"-0" " " " "	494.3	" "	1.32	1.25	650.57	617.88
PA #2, Furnish and Place Emul. Asphalt in Seal	117.62	Ton	37.20	42.80	4,375.23	5,034.14
					$215,913.36	$250,302.28

Contractor	Total Cost	Gross Revenue	Profit	% Profit
J. N. & M. J. Conley	$168,415.25	$199,984.98	$31,569.73	15.8
D & H Paving Company	47,498.11	50,317.30	2,819.19	5.6
Totals	$215,913.36	$250,302.28	$34,388.92	13.7

Henley-Lost River-Malin
J. N. & M. J. Conley

Detail of Cost

Labor:

Supervision	$9,553.70	
Labor	58,286.94	
Payroll Insurance	4,240.03	
		$72,080.67

Materials:

58" Arch Corr. Pipe	46	feet	at $11.75	$540.50	
58" Bands	1	each	" 11.70	11.70	
12" Concrete Pipe	387	feet	" 0.85	328.95	
18" " "	573	"	" 2.05	1,174.65	
24" " "	393	"	" 3.61	1,418.73	
30" " "	36	"	" 5.31	191.16	
36" " "	44	"	" 7.07	311.08	
48" " "	180	"	" 11.85	2,133.00	
Sight and Mail Box Posts	71	each	" 1.80	127.80	
Royalty on Cinders	17,446	cu. yd.	at 0.10	1,744.60	
					7,982.17

Equipment Rental & Misc. Expense:

Equipment Rental, Owned	$45,979.18	
Equipment Rental, Hired	10,767.50	
Gas, Oil and Grease	20,050.35	
Small Tools and Misc. Supplies	3,160.00	
P.U.C.	396.00	
P.L. & P.D. Insurance	799.95	
Bond	1,199.91	
Office and General Overhead	5,999.52	
		88,352.41

Total Cost $168,415.25

Henley-Lost River-Malin
D and H Paving Company

Detail of Cost

Labor:			
Supervision		$735.00	
Labor		7,937.79	
Payroll Insurance		476.27	$9,149.06
Materials:			
121-150 Asphalt	714.72 Ton at $12.00	$8,576.64	
Emulsified Asphalt	117.81 " " 19.20	2,261.95	
Freight on Asphalt		8,367.12	19,205.71
Equipment Rental & Misc. Supplies:			
Equipment Rental, Owned		$3,779.00	
" " , Hired		1,001.23	
Gas, Oil and Grease		1,431.50	
Small Tools & Misc. Supplies		326.85	
P.L. & P.D. Insurance		99.22	
Bond		297.77	
Home Office and General Overhead		1,488.79	8,424.36
Paid G. S. Spencer for Loading and Hauling Aggregates			8,373.58
Paid C. E. Blakley for Concrete Curb and Electrical Conduit			2,345.40
Total Cost......................			$47,498.11

Remarks:

This was a "Federal Aid Secondary Project". The contract, calling for regrading, surfacing and oiling of 8.12 miles of the Klamath Falls-Malin Highway, was bid and awarded April 11th, 1949. Work was started on the project May 23rd, 1949, and the project was completed October 15th, 1949.

Clearing and grubbing consisted of the disposal of some wood culverts, fences and the general cleanup of the project.

Borrow excavation was obtained from the designated site 1.5 miles north of M.P. 23.55 on the Klamath Falls-Malin Highway. This sandy material was loaded with a ½ cu. yd. shovel and hauled to the road with three 7 cu. yd. trucks. Street work was done with a dozer, blade and roller.

Rock borrow excavation was obtained from the designated quarry 2.0 miles east of M.P. 5.82 on the Klamath Falls-Malin Highway. This material was loaded with a 1½ cu. yd. shovel with a D-8 caterpillar tractor with dozer being used to loosen the material, break down the high face and doze the material to the shovel. The rock borrow was hauled to the road with seven company trucks and several trucks hired on the yard hour basis. Street work was done with a D-8 dozer, one to two blades and a ten-ton roller. Excellent production was made on this item, with 72,685 cu. yds. being excavated in 375 hours, for an average production of 194 cu. yds. per hour. The contractor realized a large profit on this item.

General excavation consisted of about 3,000 cu. yds. of channel change and light, scattered excavation. This work was done with a 1½ cu. yd. dragline, D-8 dozer and two DW-10's with scrapers. Considerable difficulty with wet material in the channel change and low production on the small quantity of general excavation made this item show a loss.

Haul on borrow was done with seven company trucks and ten to fourteen hired trucks. A steep and difficult haul road into the quarry and a large amount of maintenance on the two miles of haul road from the quarry to the project made hauling costs slightly higher than normal for this long haul.

Much of the pipe on this project consisted of extensions to existing pipe. The pipe was stockpiled at the quarry and was reloaded and hauled to the project as used, and the rehandling cost and low production made most of the pipe items show a loss.

After considerable exploration in the designated cinder pit, the contractor elected to use a privately-owned cinder pit located 2.0 miles southwesterly of M.P. 11.1 for which he paid $0.10 per cu. yd. royalty. Access to this cinder pit required the construction of approximately one mile of new haul road. This material was loaded with a 1½ cu. yd. shovel with a dozer being used to loosen the material and doze it to the shovel. The cinders were hauled to the road with four to seven company trucks and five to ten hired trucks. Costs of building haul road, development of pit and payment of royalty did not allow any profit on this item.

Crushed rock was produced from the designated quarry 2.0 miles east of M.P. 5.82. The contractor erected a crushing plant consisting of one 42" x 20' feeder, one 24" x 36" jaw crusher, two 54" x 24" rolls crushers, one 3' x 8' scalping screen, one 5' x 14' triple-deck classifying screen, one 40 cu. yd. bunker, conveyors and electric motors as required. The plant was powered with one D-8800 diesel engine, one D-13000 diesel engine, one Buda diesel engine and one D-13000 generator unit. Crushing operations were started June 6th, 1949, and were completed July 18th, 1949. A total of 30,766 cu. yds. of rock was crushed in 488 hours, for an average production of 63 cu. yds. per hour. Rock was loaded in the quarry with a 1½ cu. yd. shovel and hauled to the crusher with two pit trucks.

Oiling and concrete work were subcontracted to the D & H Paving Co. Oiling was started September 13th, 1949, and was completed October 7th, 1949. Oiling was done in 19 days, for an average production of 43.8 tons of asphalt and 533 cu. yds. of aggregates per day. Oiling equipment included one 1,250-gal. distributor, one oil transport, one car heater, one retort, two rock spreaders, one blade and one roller. Loading and hauling of aggregates was done by G. S. Spencer for $0.20 per cu. yd. for loading and $0.125 per yd. mi. for hauling. The 121-150 asphalt was shipped from Santa Maria, California, and spotted on a siding adjacent to the project at M.P. 8.8. The emulsified asphalt was shipped from the Bay District. Low production on the oiling items did not allow the subcontractor more than a narrow margin of profit.

The concrete curb and electrical conduit work was done by C. E. Blakley, a local concrete contractor.

The contractor and subcontractor had good equipment. High production on the rock borrow and crushing made the project show a good profit. This project was bid 4% below the engineer's estimate.

E. H. Clymer
Cost Analyst

By . . C. Swenson

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BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX [illegible]
PORTLAND 8, OREGON

S-31 (4)

March 14, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-31(4)
Henley-Lost River Section
Klamath Falls-Malin Highway

Dear Sir:

Enclosed for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Oregon Federal Aid Secondary Project No. S-31(4) WASpr 7809

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 28, 1949, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-31(4); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $120,000.00 to $126,600.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty-six thousand, six hundred and 00/100 dollars ($126,600.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred twenty-six thousand, six hundred and 00/100 dollars ($126,600.00), which does not exceed the authorized Federal pro rata share of two hundred four thousand, one hundred eighty-five and 30/100 dollars ($204,185.30), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on February 20, 1950

Attest
SECRETARY

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By
Chairman, State Highway Commission

By
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer
U. S. Bureau of Public Roads.

Oregon Federal Aid Secondary Project No. S-31(4).

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FEB 9 1950
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FORM [illegible]

8-31 (4)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Feb. 7, 1950

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	You. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	1312	3120	6 Final	J. N. & M. J. Conley	7,654.47	368190	

2.

3. Completed Oct. 15, 1949

4. Accepted Nov. 8, 1949

5. Time Extensions None Needed

6. Claims None of record

7.

Remarks:

8.

9. OK to release warrant immediately

10.

11.

12.

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

Approved ____________
Secretary

Warrant mailed ________ 1950

FORM E-30 10M 6-48 23439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Feb. 7, 1950

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	1312	3120	6 Final	J. N. & M. J. Conley	7,654.47	368190	
2.							
3.							

4. Accepted ____________________
5. Time Extensions ______________
6. Claims ____________________
7.
Remarks:
8.
9.
10.
11.
12.

ACCOUNTING DIVISION

By ____________________
Bookkeeping Dept.

Approved ____________________
Secretary

Warrant mailed FEB 8 1950 1950

aaw

NOTED ON CARD

2-8-50 , S e

RECEIVED
APR 7 - 1950
FOR FILING

8-31 (4)

February 3, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of a program change statement for the Henley-Lost River Section, Project No. S-31 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 31, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous Program)

(Date of Approval)

C NTY

FA or FAS Route No. FAS-419

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Project Cost: Federal Funds	Project Cost: State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	36	S-31 (4)	3.95 mi. S. Klamath Falls to 1.9 mi. N Merrill	Survey-Plans					Gr., Dr., 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	204,185	120,000	84,185		
				Total	204,185	120,000	84,185	7.797	
Requested Revision	36	S-31 (4)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	204,185	126,600	77,585		
				Total	204,185	126,600	77,585	7.797	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Increase set up of Federal funds to maximum prorate amount.

ecommended for approval
District Engineer (date)

Recommended:
Division Engineer (date)

Approved:
Acting Commissioner (date)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-31 (4)

HENLEY-LOST RIVER SECTION OF THE
KLAMATH FALLS-MALIN HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 25, 1950

Work Code 5251

Roadway (Sta. 405+00 to 817+00)

All Required		Clearing and Grubbing (95%)		$ 760.00
570	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,425.00
430	cu. yds.	Trench Excavation, Unclassified	1.50	645.00
53,000	cu. yds.	Rock Borrow Excavation, Unclassified	0.55	29,150.00
5,230	cu. yds.	General Excavation, Unclassified	0.50	2,615.00
100	yd. stas.	Short Overhaul	0.02	2.00
100	C-yd. stas.	Long Overhaul	0.50	50.00
196,000	yd. mi.	Truck Haul on Borrow	0.10	19,600.00
7.80	miles	Finishing Roadbed and Slopes	350.00	2,730.00
50	lin. ft.	58" Arch Type Corrugated Metal Pipe	20.00	1,000.00
80	lin. ft.	12" Concrete Pipe	2.20	176.00
350	lin. ft.	18" Concrete Pipe	3.50	1,225.00
170	lin. ft.	24" Concrete Pipe	5.50	935.00
50	lin. ft.	30" Concrete Pipe	7.30	365.00
50	lin. ft.	36" Concrete Pipe	11.00	550.00
160	lin. ft.	48" Concrete Pipe	18.00	2,880.00
900	lin. ft.	Salvaging Culvert Pipe	2.50	2,250.00
466	only	Wood Sight Posts	5.00	2,330.00
25,000	cu. yds.	Cinders in Base and Shoulders	1.25	31,250.00
6,200	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.60	16,120.00
1,900	M-gals.	Sprinkling	2.00	3,800.00
7.80	miles	Preparation of Base	125.00	975.00
10,200	cu. yds.	Furnishing and Placing Aggregates	3.45	35,190.00
800	tons	Furnishing and Placing 120-150 Asphalt	37.00	29,600.00
			Subtotal	$185,623.00
			10% Engr. & Cont.	18,562.30
			Total	$204,185.30

Length	7.797 miles
Cost per mile	$26,187.67

Federal Aid Funds- -	$126,600.00
State Funds- -	77,505.30
	$204,105.30

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
JAN 27 1950
FOR FILING

S-31(4)

3120

January 25, 1950

Dooly and Company
Board of Trade Building
Portland 4, Oregon

Gentlemen:

Please be advised that the state highway contract No. 3120 for work on the Henley-Lost River and Malin Section of the Klamath Falls-Malin Highway in Klamath County, has been completed by the contractor, J. H. and M. J. Conley, and that final payment in the amount of $7,654.47 will be made on or after February 4, 1950.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $249,620.06 and that no force account work was performed on the project. This contract was completed on October 15, 1949 and accepted by the Commission on November 8, 1949.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

NOTED ON CARD

1-25-50, gl

RECEIVED
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FOR FILING

[illegible]

3120

November 29, 1949

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to J. N. & M. J. Conley, on contract No. 3120, covering the Henley-Lost River and Malin Sections on the Klamath Falls-Malin Highway in Klamath County. This payment, in the amount of $23,763.01, will be made on or after December 9, 1949. The retained percentage is $7,483.47.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD

11-29-49 gl

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DEC 13 1949
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~U. S. DEPARTMENT OF COMMERCE~~
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~MONTANA~~
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

November 17, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-31(4)
Henley-Lost River Section
Klamath Falls-Malin Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews
Principal Highway Engineer

Encl.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

Jon

November 10, 1949

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement signed by the Highway Commission for the Henley-Lost River Section, Project No. S-31 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

2 (Revised 1946)

Sec. pr. 7809

State Oregon

Federal Aid Secondary Project No. S-31(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of October, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a program, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 21st day of March, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty thousand and 00/100 dollars ($120,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 405+00 on the west boundary of the NW 1/4, Section 31, T. 39 S., R. 10 E., W.M., and survey station 817+00 in the SW 1/4, Section 34, T. 40 S., R. 10 E., W.M., without exception.

, length 7.797 miles, in Klamath County, being Oregon Federal Aid / Secondary project No. S-31(4), consisting of 7.797 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11879-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED
ARTICLE IV
actually put

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 405+00 on the west boundary of the SW 1/4, Section 31, T. 39 S., R. 10 E., W.M., and survey station 817+00 in the SW 1/4, Section 34, T. 40 S., R. 10 E., W.M., without exception.

, length 7.797 miles, in Klamath County, being Oregon Federal Aid / Secondary project No. S-31(4), consisting of 7.797 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

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(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred twenty thousand and 00/100 dollars ($120,000.00), which does not exceed the authorized Federal pro rata share of two hundred four thousand, one hundred eighty-five and 30/100 dollars ($204,185.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Ben R. Chandler

Member, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Public Roads Administration.

RECEIVED
★ NOV 14 1949
OR

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 21, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-31(4)
Henley-Lost River Section
Klamath Falls-Maline Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OCT 2_ 1949
OREGON
STATE HIGHWAY COMMISSION

RG

Form E-1—5M—11-48

831 (4)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov 5, 19 49

Section Henley-Lost River and Malin

Kind of work Grading and Oil Mat Surfacing

Highway K Falls- Malin

Section prefix 18-1046

Contractor J N & M J Conley

Contract number 3120

Date of contract April 11, 19 49

Date of completion Oct 15, 19 49

Date work started " 23, 19 49

E~~stimated~~ date of completion " ", 19 49

Amount of contract $ 233443

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 247000

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 13300, 5.3 %

Date project was completed OCT 15, 19 49

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor's work completed. State forces installing traffic markers, lights, and traffic controls, etc. Engineers staked same and getting out final estimate, and permanent reference points. Part time on other jobs.

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

NOTED
E. G. SMITH

NOTED
E. M[illegible]

P P Whitmore

Signed P.P.Whitmore,Res.Engr.

Address Box 1090 Klamath Falls, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
NOV - 3 1949
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 26780

RECEIVED
OCT 25 1949
FOR FILING

S-31(4)

3120

October 17, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 15, 1949 on Contract No. 3120, Henley-Lost River and Malin Section, in connection with Federal Aid Project No. S-31 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

cc: John Cottrell

RECEIVED
DEC 13 1949
FOR FILING

October 12, 1949

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover four copies of agreement with the Southern Pacific Company granting easement for the portion of their right of way on which encroachment is made by the Henley-Lost River Section, Project No. 3-31 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE
[redacted]
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

August 22, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the project agreement documents for Oregon Project No. S-31(4), Henley-Lost River Section of the Klamath Falls-Malin Highway it is noted that copies of the executed railroad easement has not been received.

Please submit these promptly as the project agreement cannot be prepared until we have copies of the easement.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

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AUG 23 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1949
FOR FILING

August 11, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Henley-Lost River Section, Project No. S-31 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JWN:smd

Oregon State Highway Department

Federal Aid Secondary
Project No. S-31 (4)

HENLEY-LOST RIVER SECTION OF THE KLAMATH FALLS-MALIN HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 14, 1949

Type Code 5251

Roadway (Sta. 405+00 to 817+00)

All Required		Clearing and Grubbing (95%)		$ 760.00
570	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,425.00
430	cu. yds.	Trench Excavation, Unclassified	1.50	645.00
53,000	cu. yds.	Rock Borrow Excavation, Unclassified	0.55	29,150.00
5,230	cu. yds.	General Excavation, Unclassified	0.50	2,615.00
100	yd. Stas.	Short Overhaul	0.02	2.00
100	C-yd. Stas.	Long overhaul	0.50	50.00
196,000	yd. mi.	Trench Haul on Borrow	0.10	19,600.00
7.80	miles	Finishing Roadbed and Slopes	350.00	2,730.00
50	lin. ft.	58" Arch Type Corrugated Metal Pipe	20.00	1,000.00
80	lin. ft.	12" Concrete Pipe	2.20	176.00
350	lin. ft.	18" Concrete Pipe	3.50	1,225.00
170	lin. ft.	24" Concrete Pipe	5.50	935.00
50	lin. ft.	30" Concrete Pipe	7.30	365.00
50	lin. ft.	36" Concrete Pipe	11.00	550.00
160	lin. ft.	48" Concrete Pipe	18.00	2,880.00
900	lin. ft.	Salvaging Culvert Pipe	2.50	2,250.00
466	only	Wood Sight Posts	5.00	2,330.00
25,000	cu. yds.	Cinders in Base and Shoulders	1.25	31,250.00
6,200	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.60	16,120.00
1,900	M-gals.	Sprinkling	2.00	3,800.00
7.80	miles	Preparation of Base	125.00	975.00
10,200	cu. yds.	Furnishing and Placing Aggregates	3.45	35,190.00
800	tons	Furnishing and Placing 121-150 Asphalt	37.00	29,600.00
			Subtotal	$185,623.00
			10% Engr. & Cont.	18,562.30
			Total	$204,185.30

Length	7.797 miles
Cost per mile	$26,187.67

Federal Aid Funds	$120,000.00
State Funds	84,185.30
	$204,185.30

State Funds for Constr: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939

State Funds for Maint: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-31 (4)

HENLEY-LOST RIVER SECTION OF THE KLAMATH FALLS-MALIN HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 5, 1949

Type Code 5251

Roadway (Sta. 405+00 to 817+00)

All Required		Clearing and Grubbing (95%)		$ 1,900.00
570	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,710.00
430	cu. yds.	Trench Excavation, Unclassified	3.00	1,290.00
53,000	cu. yds.	Rock Borrow Excavation, Unclassified	0.45	23,850.00
5,230	cu. yds.	General Excavation, Unclassified	0.50	2,615.00
100	yd. stas.	Short Overhaul	0.03	3.00
100	C-yd. stas.	Long Overhaul	0.50	50.00
196,000	yd. mi.	Truck Haul on Borrow	0.14	27,440.00
7.80	miles	Finishing Roadbed and Slopes	500.00	3,900.00
50	lin. ft.	58" Arch Type Corr. Metal Pipe	18.00	900.00
80	lin. ft.	12" Concrete Pipe	2.00	160.00
350	lin. ft.	18" Concrete Pipe	3.50	1,225.00
170	lin. ft.	24" Concrete Pipe	4.50	765.00
50	lin. ft.	30" Concrete Pipe	6.50	325.00
50	lin. ft.	36" Concrete Pipe	10.00	500.00
160	lin. ft.	48" Concrete Pipe	15.00	2,400.00
900	lin. ft.	Salvaging Culvert Pipe	2.00	1,800.00
466	only	Wood Sight Posts	6.00	2,796.00
25,000	cu. yds.	Cinders in Base and Shoulders	1.30	32,500.00
6,200	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.50	15,500.00
1,900	M-gals.	Sprinkling	3.00	5,700.00
7.80	miles	Preparation of Base	200.00	1,560.00
10,200	cu. yds.	Furnishing and Placing Aggregates	3.65	37,230.00
800	tons	Furnishing and Placing 121-150 Asphalt	40.00	32,000.00
			Subtotal	$198,119.00
			10% Engr. & Cont.	19,811.90
			Total	$217,930.90

Length	7.797 miles
Cost per mile	$27,950.60

Federal Aid Funds -	$131,000.00
State Funds -	86,930.90
	$217,930.90

Oregon State Highway Department

Federal Aid Secondary
Project No. S-31 (4)

HENLEY-LOST RIVER SECTION OF THE KLAMATH FALLS-MALIN HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 3, 1949

Type Code 5251

Roadway (Sta. 405+00 to 817+00)

All Required		Clearing and Grubbing (95%)		$ 1,900.00
570	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,710.00
430	cu. yds.	Trench Excavation, Unclassified	3.00	1,290.00
53,000	cu. yds.	Rock Borrow Excavation, Unclassified	0.60	31,800.00
5,230	cu. yds.	General Excavation, Unclassified	0.65	3,399.50
100	yd. stas.	Short Overhaul	0.03	3.00
100	C-yd. stas.	Long Overhaul	0.50	50.00
196,000	yd. mi.	Truck Haul on Borrow	0.14	27,440.00
7.80	miles	Finishing Roadbed and Slopes	500.00	3,900.00
50	lin. ft.	58" Arch Type Corr. Metal Pipe	18.00	900.00
80	lin. ft.	12" Concrete Pipe	2.00	160.00
350	lin. ft.	18" Concrete Pipe	3.50	1,225.00
170	lin. ft.	24" Concrete Pipe	4.50	765.00
50	lin. ft.	30" Concrete Pipe	6.50	325.00
50	lin. ft.	36" Concrete Pipe	10.00	500.00
160	lin. ft.	48" Concrete Pipe	15.00	2,400.00
900	lin. ft.	Salvaging Culvert Pipe	2.00	1,800.00
466	only	Wood Sight Posts	6.00	2,796.00
25,000	cu. yds.	Cinders in Base and Shoulders	1.30	32,500.00
6,200	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	3.80	23,560.00
1,900	M-gals.	Sprinkling	3.00	5,700.00
7.80	miles	Preparation of Base	200.00	1,560.00
10,200	cu. yds.	Furnishing and Placing Aggregates	4.75	48,450.00
800	tons	Furnishing and Placing 121-150 Asphalt	40.00	32,000.00
			Subtotal	$226,133.50
			10% Engr. & Cont.	22,613.35
			Total	$248,746.85

Length 7.797 miles
Cost per mile $31,902.89 = 27,7[illegible]60

Federal Aid Funds- -	$150,000.00	131000
State Funds- -	98,746.85	86934 70
	$248,746.85	217934 70

HENLEY-LOST RIVER SECTION

PROJECT NO. S-31 (4)

While negotiations for rights of way are in progress, fifteen parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be secured within thirty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 3, 1949

April 5, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate to accompany plans and specifications for the Henley-Lost River Section, Project No. 8-31 (4).

The estimate contains revised unit prices for the items listed in the bid proposal as numbers 4, 5, 6, 25 and 28.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Encl.

March 11, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover, in connection with the P. S. & E. papers for the Henley-Lost River Section, Project No. S-31 (4), the following:

1. Test reports for surfacing materials and shoulder widening materials
2. Special provision pages numbers 5, 7, 8 and 9 containing revised specifications for measurement of borrow materials and for painting of sight posts
3. Copy of agreement with the Central Pacific Railway Company and Southern Pacific Company granting easements for encroachment on their right of way. Additional copies will be submitted when completely [redacted] copies are available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

[illegible] 21 [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-31(4), Henley - Lost River Section of the Klamath Falls - Malin Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all right-of-way or rights-of-entry have been obtained.

Please submit 3 copies of the executed railroad easement agreement prior to the preparation of the project agreement.

The code type number on the estimate has been changed to #5233.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
[illegible]

MAR 11 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-31(4), Henley - Lost River Section of the Klamath Falls - Malin Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all right-of-way or rights-of-entry have been obtained.

Please submit 3 copies of the executed railroad easement agreement prior to the preparation of the project agreement.

The code type number on the estimate has been changed to #5233.

Very truly yours,

T. M. DAVIS
District Engineer

R.R. Agreement

March 3, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Henley-Lost River Section, Project No. S-31 (4).

Six bid proposals and on set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWG:mw

Encl.

RECEIVED
JUN 2 1949
FOR FILING

S-31(4)

3120

File

May 31, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 23, 1949 on Contract No. 3120, Henley-Lost River and Malin Section in connection with Federal Aid Project No. S-31 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:ew

RECEIVED
APR 29 1949
FOR FILING

8-31 (4)

3120

April 29, 1949

J. N. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3120 which was awarded to you on April 11, 1949 by the State Highway Commission, covering the Henley-Lost River and Malin Sections of the Klamath Falls-Malin Highway in Klamath County.

We are also sending a copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
APR 14 1949
FOR FILING

8 31(4)

3120

April 14, 1949

J. W. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for grading, surfacing and oiling on the Henley-Lost River and Malin Sections of the Klamath Falls-Malin Highway; and the Merrill Rock Production Project on four state highways, both in Klamath County. This award was based on your low bid of $233,443 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

mf
cc: S. H. Probert

RECEIVED

FOR FILING

COMMISSIONERS
[illegible]
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Const

R/W

Klamath Falls - Malin

April 7, 1949

IN REPLY PLEASE
REFER TO FILE

R 11388

Balsiger Motors Company
Main and Esplanade
Klamath Falls, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

Mr. Cozad has 'phoned from Klamath Falls stating that you own some property on the proposed new location of the Klamath Falls-Malin Highway and are desirous of clearing up any right of way matters which may be affected. Your cooperation in calling the matter to the attention of the department is very much appreciated.

The Highway Commission has approved the making of a survey and the taking of options for right of way on the new location and the situation has been discussed with Mr. W. C. Williams, Assistant State Highway Engineer. He advises that a survey is being made at the present time and that just as soon as the work is done and the necessary descriptions are prepared he will forward the descriptions to us so that we may negotiate with you for the right of way to be acquired. It appears that at the present time the engineering personnel of the department is so limited that it is almost impossible to keep up with the surveys which are necessary for projects ordered by the Commission to be placed under contract and that the work on this project at Klamath Falls has to be done from time to time as opportunities develop. Mr. Williams also advised that he would see what can be done to facilitate greater progress on this survey and it is hoped that at least the information necessary to deal with you can be given to us without too much delay.

As stated above your cooperation in the matter is very sincerely appreciated and it is hoped that you will be able to hold off any disposition of your property until we are in a position to definitely deal with you regarding the right of way.

Very truly yours,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Counsel

JWD:MA

cc - Mr. W. C. Williams ✓
Mr. R. W. Cozad

RECEIVED
APR 20 1949
FOR FILING

FORM E-30 18M 10-48 26697

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 6, 1949

SUBJECT: R 11388

To: Mr. W. C. Williams,
Office.

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

The firm of Balsiger Motor Company in Klamath Falls contacted Mr. Cozad today and he contacted me by telephone and requested that we write the firm and give them some information which they want.

It seems that this firm owns some land, a part of which may be involved in the Commission's proposed highway work on the Klamath Falls-Malin Highway north of Sixth Street. The firm wants to go ahead with certain improvements but wants to know now whether or not the State needs any of its property.

I told Mr. Cozad that I would call this to your attention and request that you have someone advise these people at once whether the State needs any of its property. If any of it is needed I recommend that we be given the description so that we can contact these people and procure an option if possible.

I believe that this matter was before the Highway Commission back in February of 1948 and an adverse decision was made at that time, but for some reason or other the subject has been brought up again and if the situation has changed we should be negotiating with these folks before they make expensive improvements.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW

RECEIVED
MAR 26 1948
FOR FILING

[illegible]

[illegible]

Klamath Falls-Malin

Salem, Oregon
March 25, 1948

R 11388

Mr. J. M. Devers

Reference is to Mr. W. W. Southwell's inquiry as to the ultimate location of the highway east of Klamath Falls. We can furnish no exact information at this time. We are, however, sending an engineer to Klamath Falls, immediately, to make a study as to what alternate routes are available for the extension of the Klamath Falls-Maljn Highway. As you know, the route that was tentatively selected is now pretty well blocked by the baseball park that is being constructed on the Balsiger Motor Company property. The lots that Mr. Southwell mentions would be on this same route so that if the Balsiger property is not acquired, there would be no object in acquiring the Southwell lots.

As soon as we have our information analysed after our engineer returns from Klam th Falls, I will advise you further in this matter.

W. C. Williams

WCW/ds

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24, 1948

SUBJECT: R 11388

To: Mr. W. C. Williams,

Office.

Dear Mr. Williams:

Yesterday Mr. W. W. Southwell, whose address is 731 Main Street, Klamath Falls, Oregon, was in the office asking for information concerning our proposed plan with respect to some highway construction in Klamath Falls.

Mr. Southwell's inquiry is prompted by the fact that he owns three lots in Klamath Falls which he says will be needed for right of way in the event that the State carries through a proposed improvement and he wants to know whether or not we want to negotiate for those lots now, for if we do not he will go ahead and either sell or improve them himself.

I told him that I would bring this matter to your attention and would try to advise him in a very short while. I think that in justice to this property owner we should either acquire his property or leave him free to make such use of it as he may deem best.

I am told, too, that if the project necessitates the acquisition of the Southwell property there will also be involved a larger holding which is now being developed as a ball park by the owner. A short while ago the owners of that larger tract offered it to the State for $37,500 but the offer was rejected and now Mr. Southwell advises me that it is under expensive development.

So if we purchase Mr. Southwell's property we should have in mind that to make use of it we will no doubt have to have the property owned by Mr. Bunnell, who is connected with the Balsiger Motor Company.

I will appreciate it if you will have this subject explored and tell me what I should say to Mr. Southwell who has been thoughtful enough to come in and offer to cooperate.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW

NOP 2/2/48

files as 2

RECEIVED

FOR FILING

E-1632 10M 11-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 5, 1948

Const

C/W

Klamath Falls-Malin

Balsiger Motor Company
Main and Esplanade
Klamath Falls, Oregon

R 11388

Attention: Mr. E. M. Balsiger, Manager

Gentlemen:

On February third the Highway Commission gave consideration to your letter of January thirty-first in which you offer to sell the right of way desired for the Klamath Falls-Malin Highway north of 6th Street, together with the property lying to the east of the right of way, for a total consideration of $37,500.00.

After consideration, the Commission decided not to purchase the property at this time at that price, and instructed that you be so advised.

The map which you transmitted with your communication is returned to you herewith.

Yours very truly,

J. M. DEVERS

By

J. W. DE SOUZA
Assistant Counsel

JWD:avh
Encl.
cc - R. W. Conad
H. B. Glaisyer

EIVED
OCT 7 1948
FOR FILING

Const
R/W
Klamath Falls-Malin Hwy

October 1, 1948

Oregon State Highway Commission

Gentlemen:

In reporting to you under date of September 28 on the appraised cost of right of way for an extension of the Klamath Falls-Malin Highway from Station 144 to the intersection of South Sixth Street, I submitted to you a map which does not correctly indicate the proposed location.

92-52-3

I attach hereto a sketch map on which is indicated in red coloring the route which we now deem it advisable to improve. From Station 144 northerly to the Esplanade Section, the right of way has been previously acquired so that with the approximately $100,000 of right of way required from Station 144 to South Sixth Street, the ultimate section could be constructed when funds are available.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:hi
cc: J. M. Devers
W. C. Williams

RECEIVED
OCT 1 1948
FOR FILING

Const
R/W
Klamath Falls-Malin Hwy.

September 28, 1948

Oregon State Highway Commission

Gentlemen:

The Right of Way Department has completed an appraisal of right of way required for the extension of the Klamath Falls-Malin Highway from Station 144, which is near the Esplanade Undercrossing, to the intersection of South Sixth Street. The right of way appraisal is approximately $100,000, which appraisal is based on a right of way width of 220 feet.

This project is not on any approved program, but it would seem desirable to acquire the right of way before it is encumbered by building construction. As you remember, we had a route on the south side of the canal, which route we were forced to eliminate by reason of the construction of a baseball park. I recommend to you that options for the right of way needed on this section be obtained by the Right of Way Department.

I attach a copy of a map showing the section in question. rep W.B. 10-[illegible]

This matter will be on the next agenda.

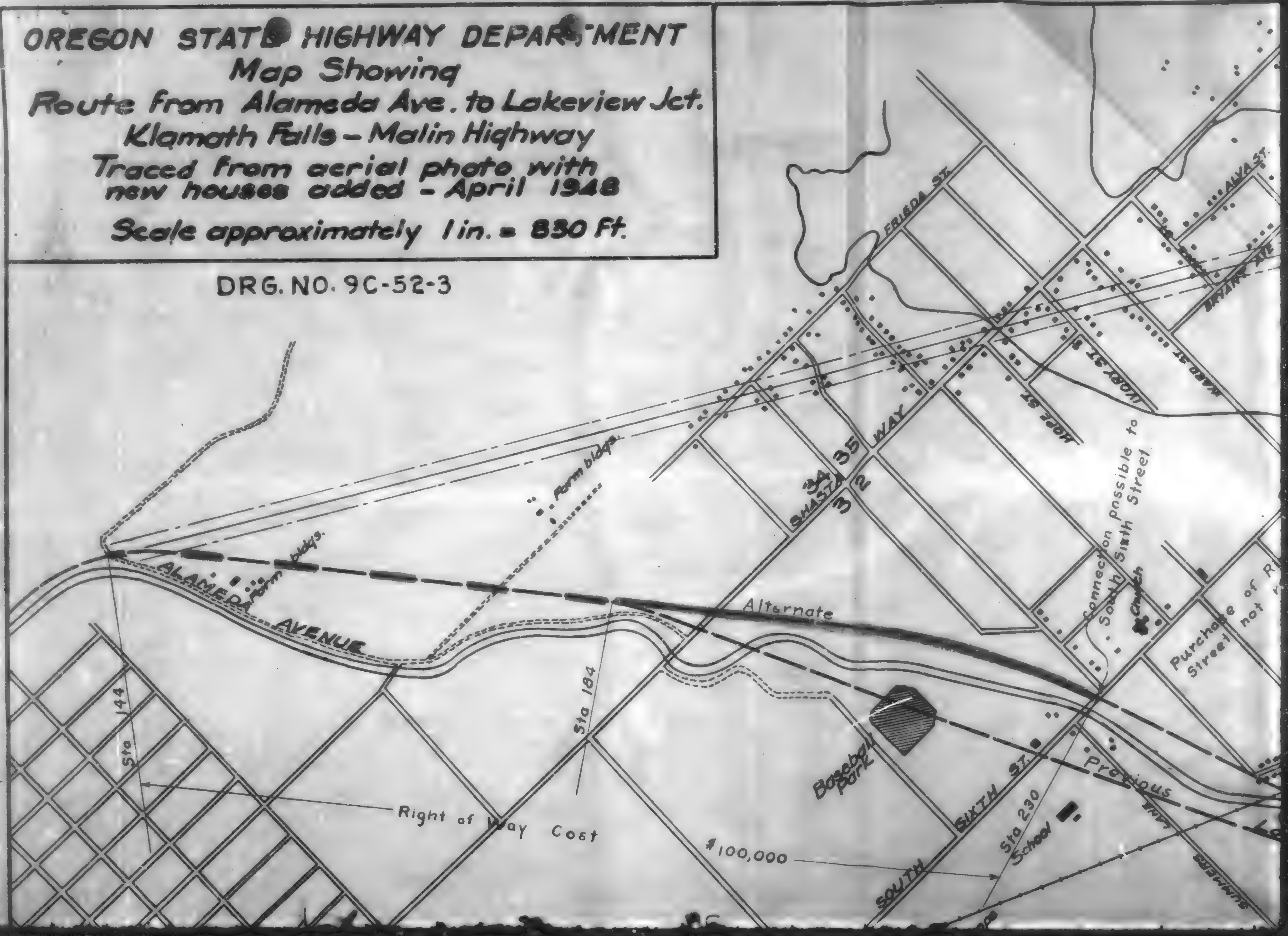
Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: [illegible]
[illegible]

[illegible] 11-17



OREGON STATE HIGHWAY DEPARTMENT

Map Showing

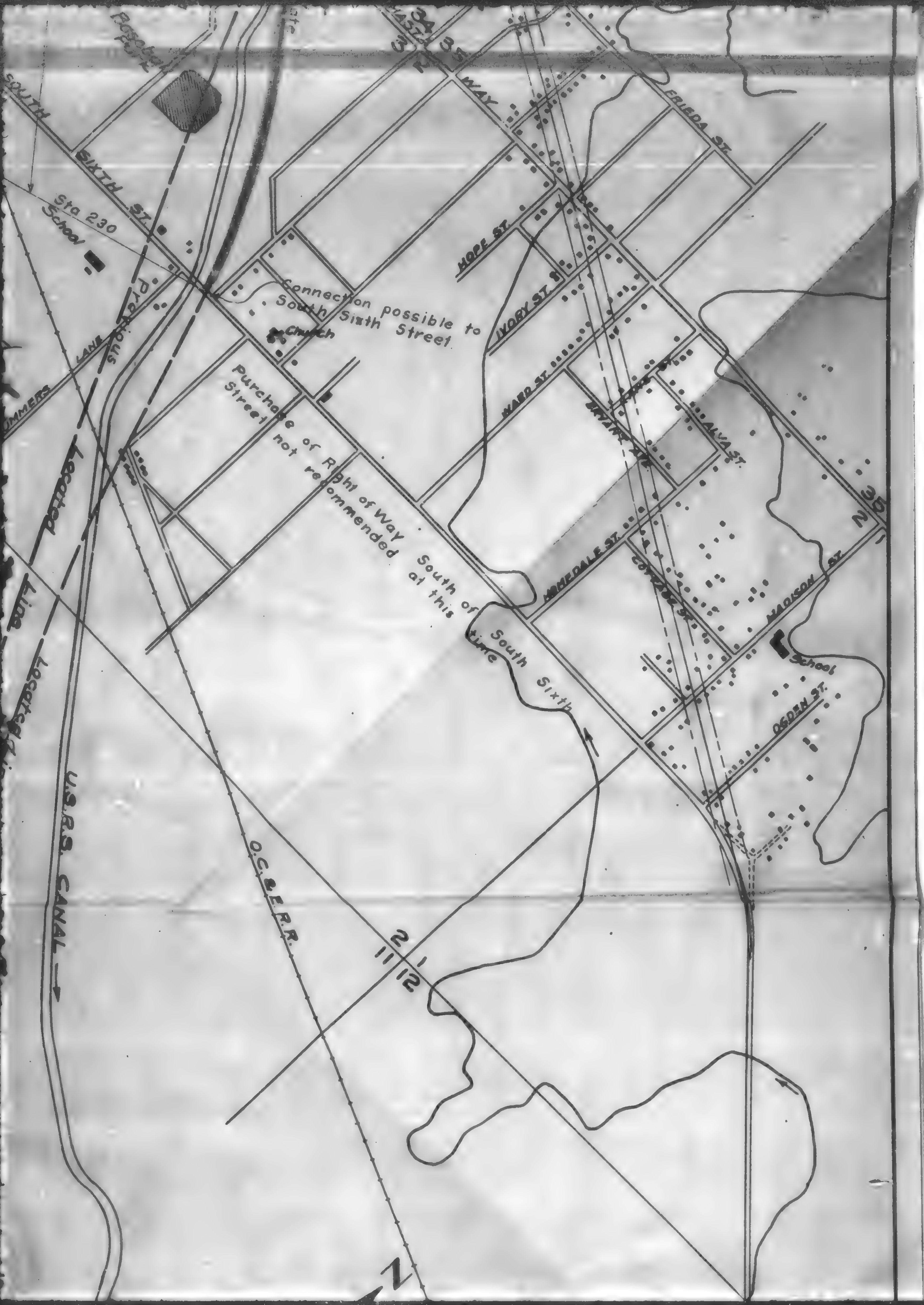
Route from Alameda Ave. to Lakeview Jct.

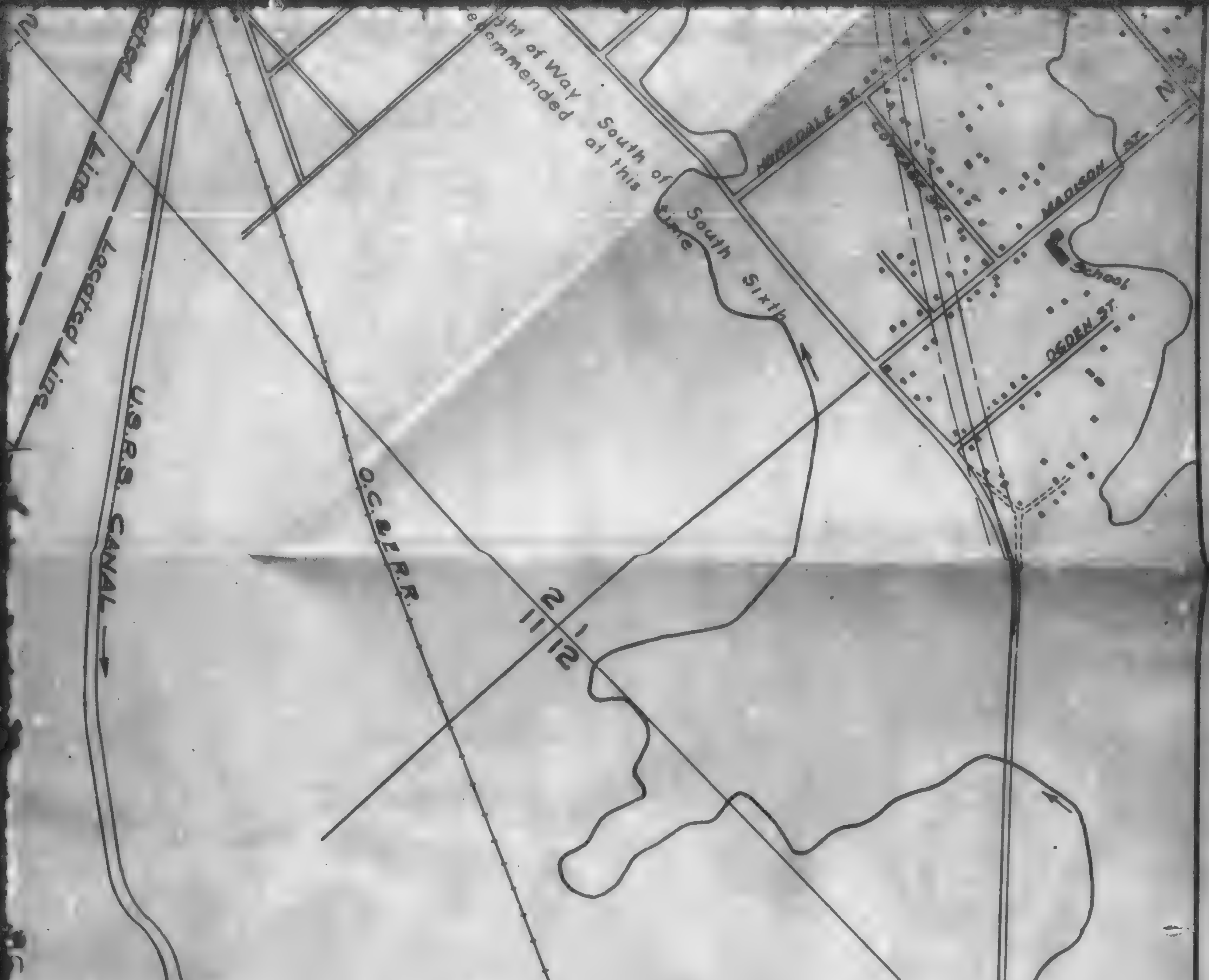
Klamath Falls – Malin Highway

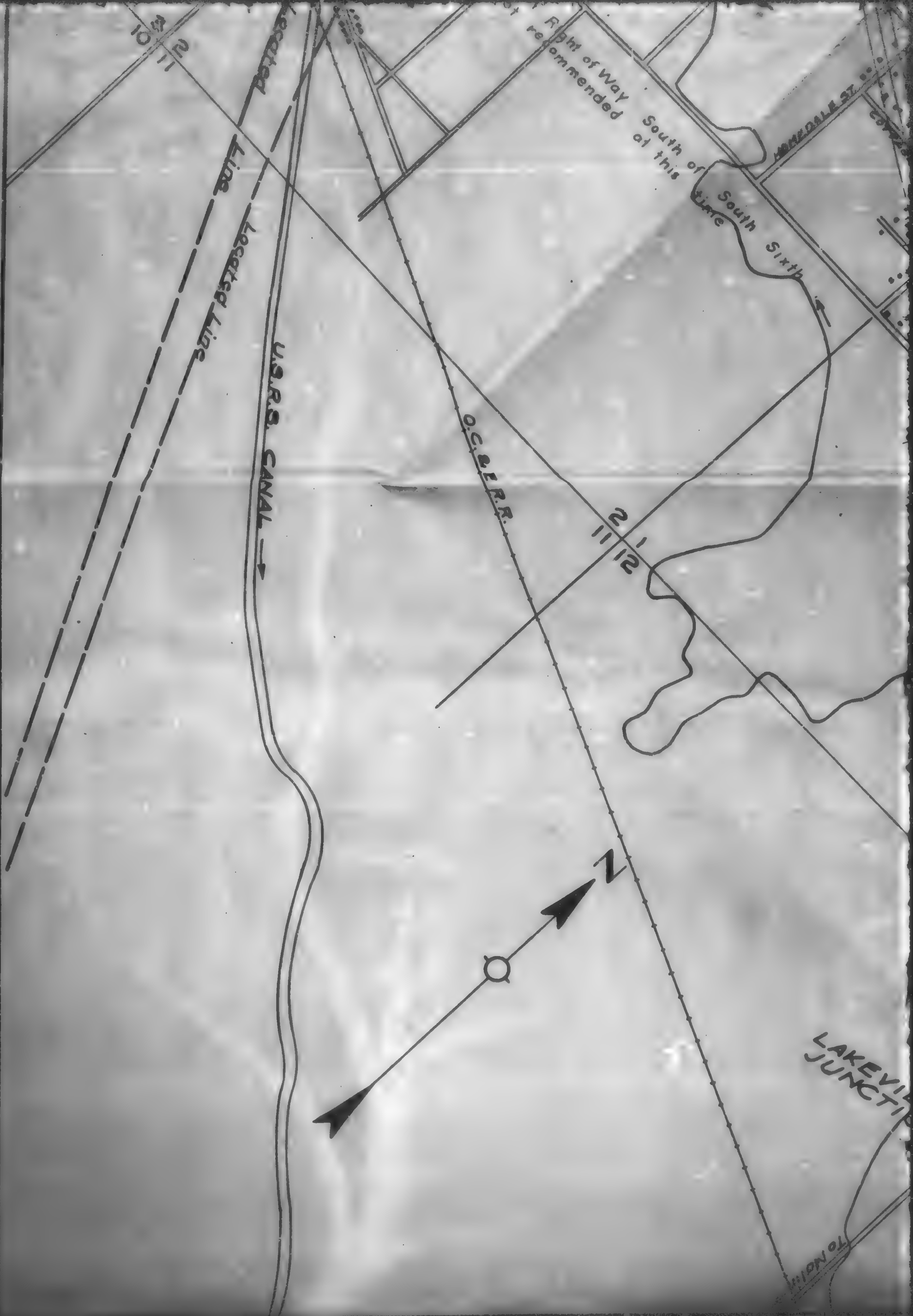
Traced from aerial photo with new houses added – April 1948

Scale approximately 1 in. = 830 Ft.

DRG. NO. 9C-52-3

Roseboro Park
SOUTH SIXTH ST.
Sta 230
School
Prosperous
SUMMERS LANE
Connection possible to South Sixth Street.
Church
Purchase of Right of Way South of South Sixth Street not recommended at this time
WAY
FRIEDA ST.
HOPE ST.
IVORY ST.
WARD ST.
BRYANT AVE.
ALVA ST.
HOMEDALE ST.
MADISON ST.
School
OGDEN ST.
35
2
1
Located Line
Located Line
U.S.R.S. CANAL
O.C.&E.R.R.
2
1
11
12
N


Located Line
Located Line
U.S.R.S. CANAL
O.C.&E.R.R.
Right of Way South of South Sixth
recommended at this time
South Sixth
MEDALE ST.
COTTAGE ST.
MADISON ST.
OGDEN ST.
School
2 1
11 12
N
LAKEVIEW JUNCTION
To Lakeview
To Malin


10
2
11
Located Line
Located Line
U.S.R.S. CANAL
O.C.&E.R.R.
t Right of Way South of
recommended at this time
South Sixth
HOMEDALE ST.
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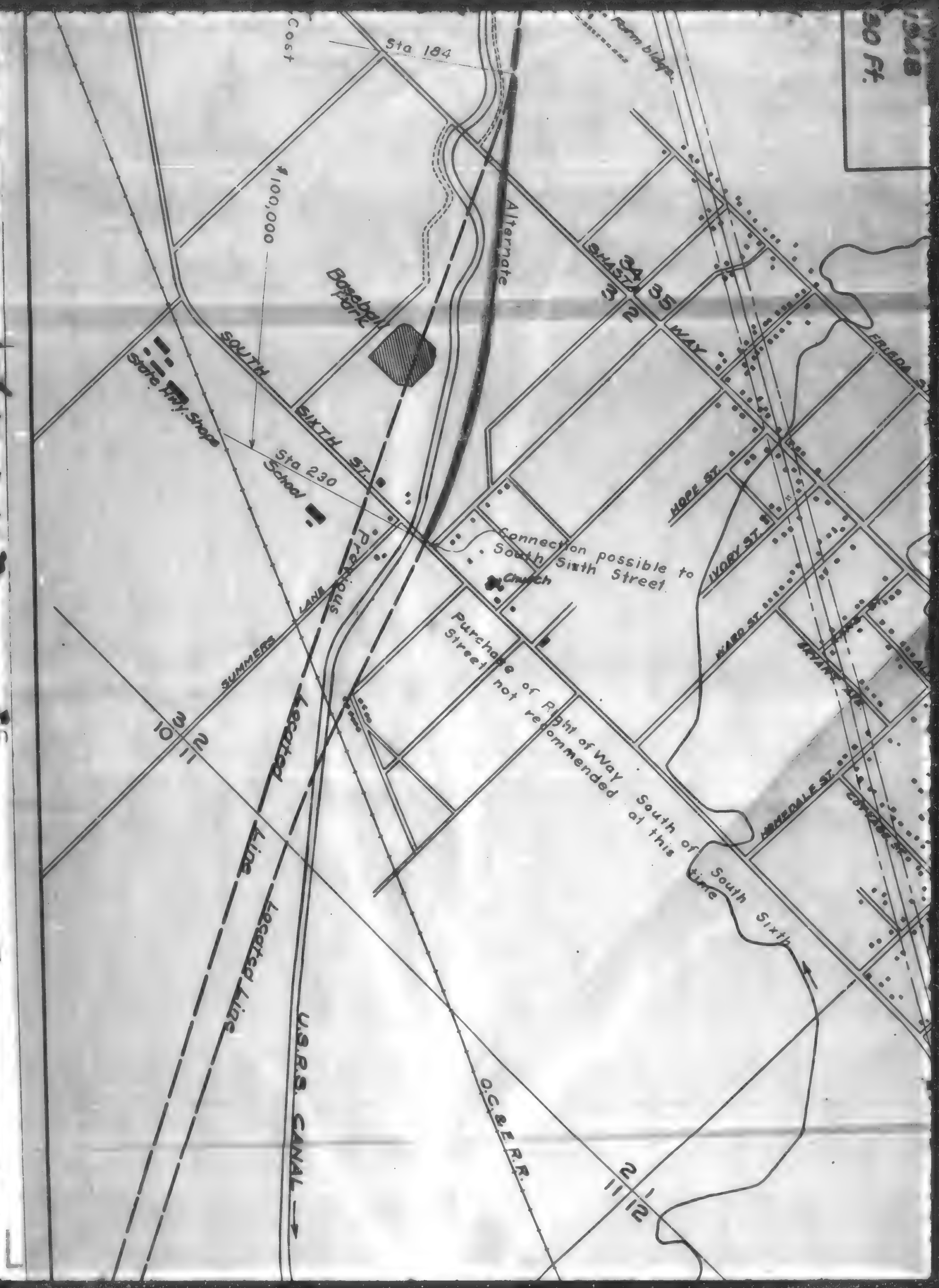
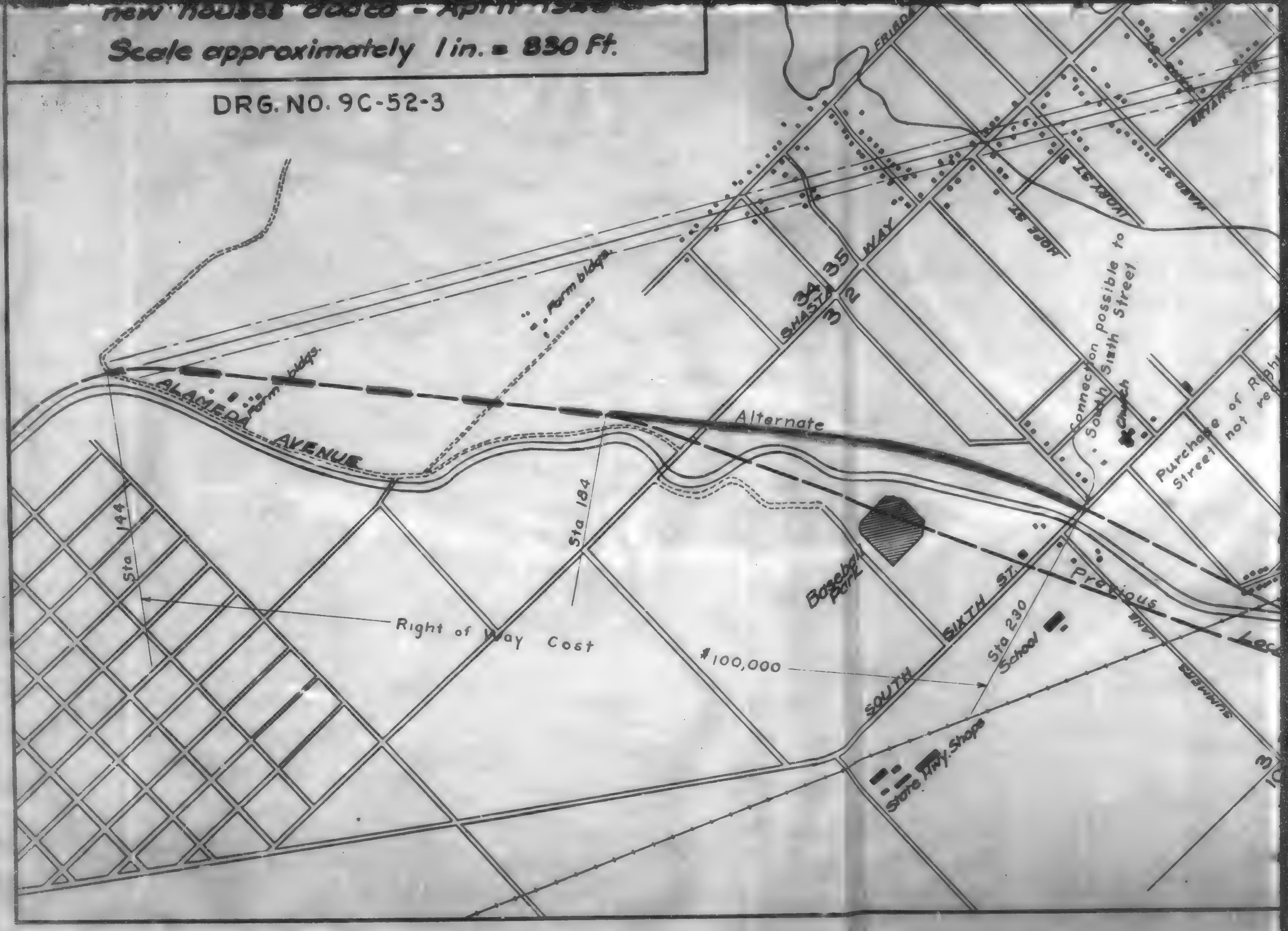

Cost
Sta 184
Farm bldgs.
1948
30 Ft.
$100,000
Alternate
Baseball Park
SHASTA
34
35
3
2
WAY
FRIEDA ST.
SOUTH SIXTH ST.
State Hwy. Shops
Sta 230
School
Previous
Connection possible to South Sixth Street.
Church
HOPE ST.
IVORY ST.
WARD ST.
SUMMERS LANE
Purchase of Right of Way South of South Sixth Street not recommended at this time
HOMEDALE ST.
10
3
2
11
Located Line
Located Line
U.S.R.S. CANAL
O.C.&E.R.R.
South Sixth
2
1
11
12


new houses dated - April 19
Scale approximately 1 in. = 830 Ft.
DRG. NO. 9C-52-3
ALAMEDA AVENUE
Farm bldgs.
Farm bldgs.
Alternate
Sta 144
Sta 184
Sta 230
Right of Way Cost
$100,000
Baseball Park
SOUTH SIXTH ST.
School
State Hwy. Shops
Previous
Loca
SUMMERS LANE
SHASTA WAY
34
35
3
2
FRIDA
HOPE ST.
IVORY ST.
HARD ST.
BRYANT AVE
Connection possible to South Sixth Street
Church
Purchase of Right
Street not re
3
10

RECEIVED
APR 1 1949
FOR FILING
S-31(4)
OREGON DISTRICT

File

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 25, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.&E. for Oregon Federal Aid Secondary Highway Project S-31(4), the Henley-Lost River Section of the Klamath Falls-Malin Highway.

In view of the very heavy fast traffic and the relative high percentage of trucks on this project the adequacy of the 11 ft. traffic lanes has been seriously questioned. In view of the 1965 ADT of 3500 with a 30th peak hour of 500 we believe the use of 12 ft. lanes are essential to properly care for the present and anticipated traffic.

It is requested that the use of 12 ft. traffic lanes on the current improvement be given your earnest consideration and if at all feasible the change should be effected by a revision of the P.S.&E. before bids are opened or by agreement with the low bidder before concurrence is requested of this office. If however the 12 ft. width is not provided it will be necessary that we have further economic and engineering justification for the 11 ft. lanes.

It is noted that due to the extremely narrow right of way of 60 ft. the design indicates it will be almost impossible to contain the present proposed construction within the right of way limits. This width also precludes any future widening, so it may well be that further delay in securing additional width will prove to be very poor economy.

Considering the position of this highway as a connection between important routes in Oregon and California, it may be that it will eventually become a part of the Federal Aid Primary System.

Such a thought and the other points mentioned substantiates our considered opinion that we are on sound ground in advocating standards that are adequate and which are not unreasonable in cost for the present and estimated future traffic which will use this highway.

See reply dated March 31

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAM

Mr Waldock C—

I will discuss this with you when I return - Present section is designed for 22' Bit. Mac - Type B-3 - with 6' Rock shoulders.

To change to 24 Bit Mac. with 5' Rock shoulder will increase cost $10,000

NOTED
W. C. WILLIAMS Williams

RECEIVED
APR 18 1949
FOR FILING
S-31(4)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project S-31(4), Henley - Lost River and Malin Sections, to J. N. & M. J. Conley, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
APR 13 [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 1 1949
FOR FILING

S 31(4)

March 31, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Your letter of March 25, concerning the width of surfacing proposed to be constructed on the Henley-Lost River Project S-31 (4), comes to us as a surprise, as the width specified is in accordance with latest AASHO standards for primary highways (60 m.p.h. speed) and is no less than has been used on recently constructed federal aid and forest highway projects carrying comparable volumes of traffic. As examples, we cite the Newport-Agate Beach Section, the Siletz-Kernville Forest Highway Project, the John Day River-Squally Hook Section, and the Chemult-Lobert Section.

We do not argue that the time may not be near when wider surfacings than are called for by present standards should be provided, but we do argue that when such change is made it should be made to apply to future projects; not to projects previously programmed and planned. In the present instance, the amount allotted to the project was $200,000. To build it with 22-foot surfacing will require $250,000. In view of that situation, we do not consider this to be an opportune time at which to change to higher standards with attendant greater cost.

The situation is further complicated by the fact that any widening of roadbed beyond that planned would introduce interference with an extensive system of irrigation, requiring the filling of old ditches and the constructing of new ditches and ditch structures, as well as the acquiring of additional rather expensive rights of way and the moving of a number of buildings.

Another consideration favoring the 22-foot surfacing is the fact that the project connects at each end with recently improved units of highway on which the surfacing width is 22 feet, which units are carrying the traffic in a wholly satisfactory manner.

Under the circumstances described, we feel that the use of 22-foot surfacing on this project is fully justified and that the construction of a wider surfacing would be an unnecessary expenditure of public money.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP/gs

RECEIVED
FOR FILING
FAS 31 / Rev
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 26, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the proposed revised sketch map for Oregon FAS 31, Klamath Falls - Merrill Section of the Klamath Falls-Lakeview and Klamath Falls - Malin Highways delivered in person by Mr. Nash on January 24, 1949.

The following corrections of the map appear desirable:

The project designation should be FAS 31 (Revised).
The limits of the original project should be indicated and designated "Beginning (End) of Project 31 (Original)"
The arrow and designation "End of Original Project" at the junction of the two highways should be eliminated.
It would also be desirable to show the project length in the title book.

The map is returned herewith bearing our red pencil notations.

Very truly yours,

T. M. DAVIS
District Engineer

By: C. G. Polk
C. G. Polk
Sr. Highway Engineer

Encl.

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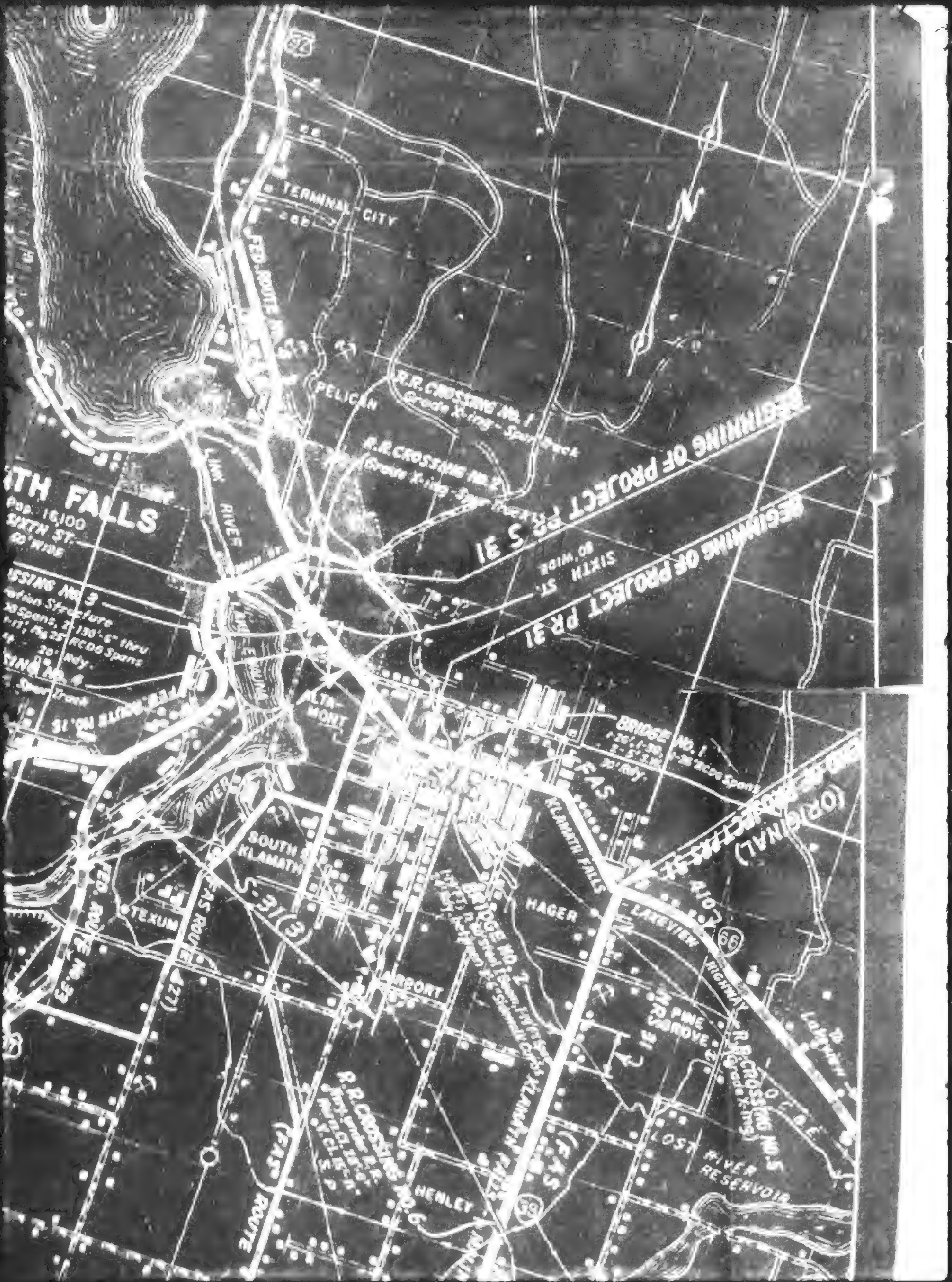
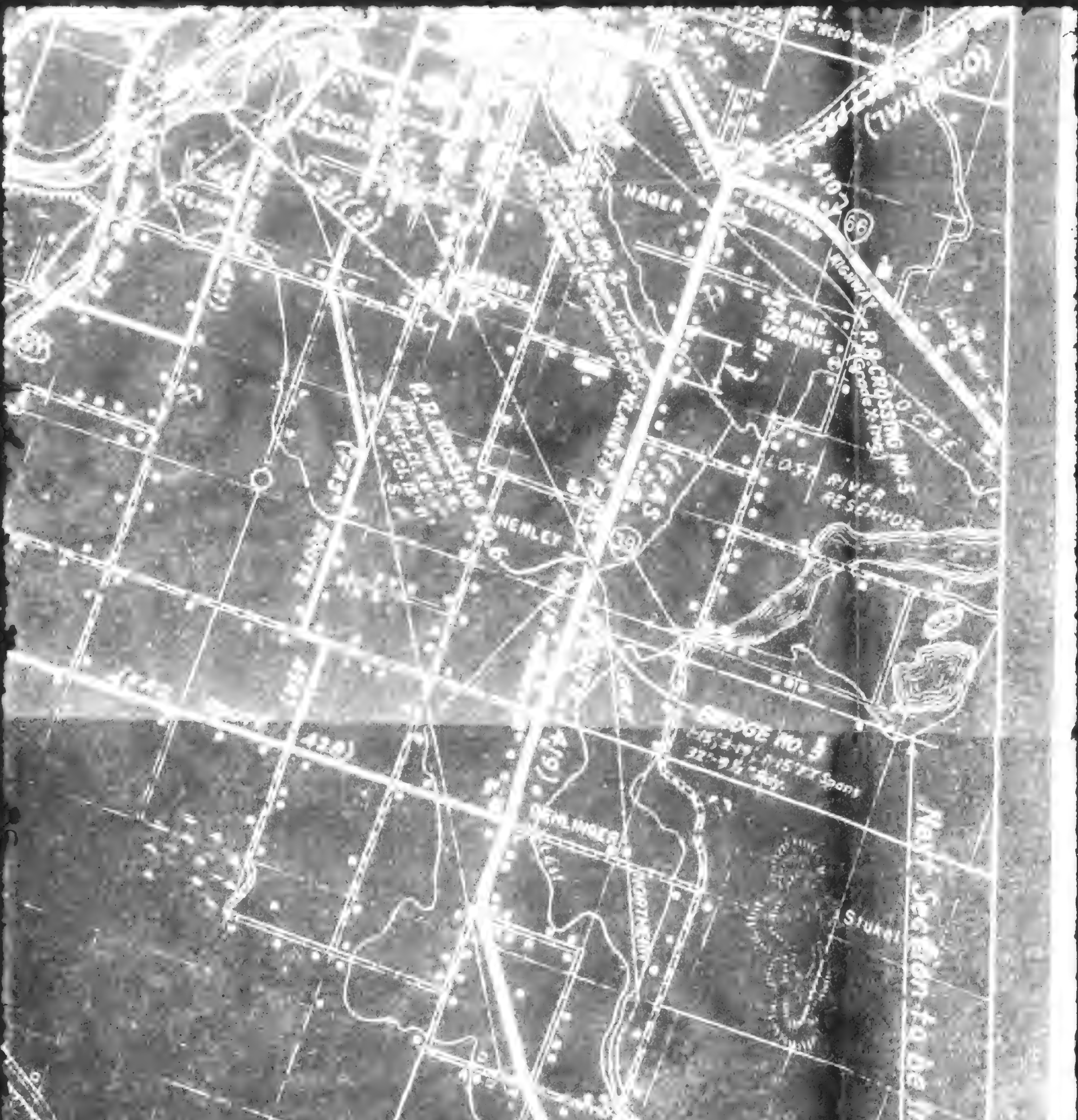
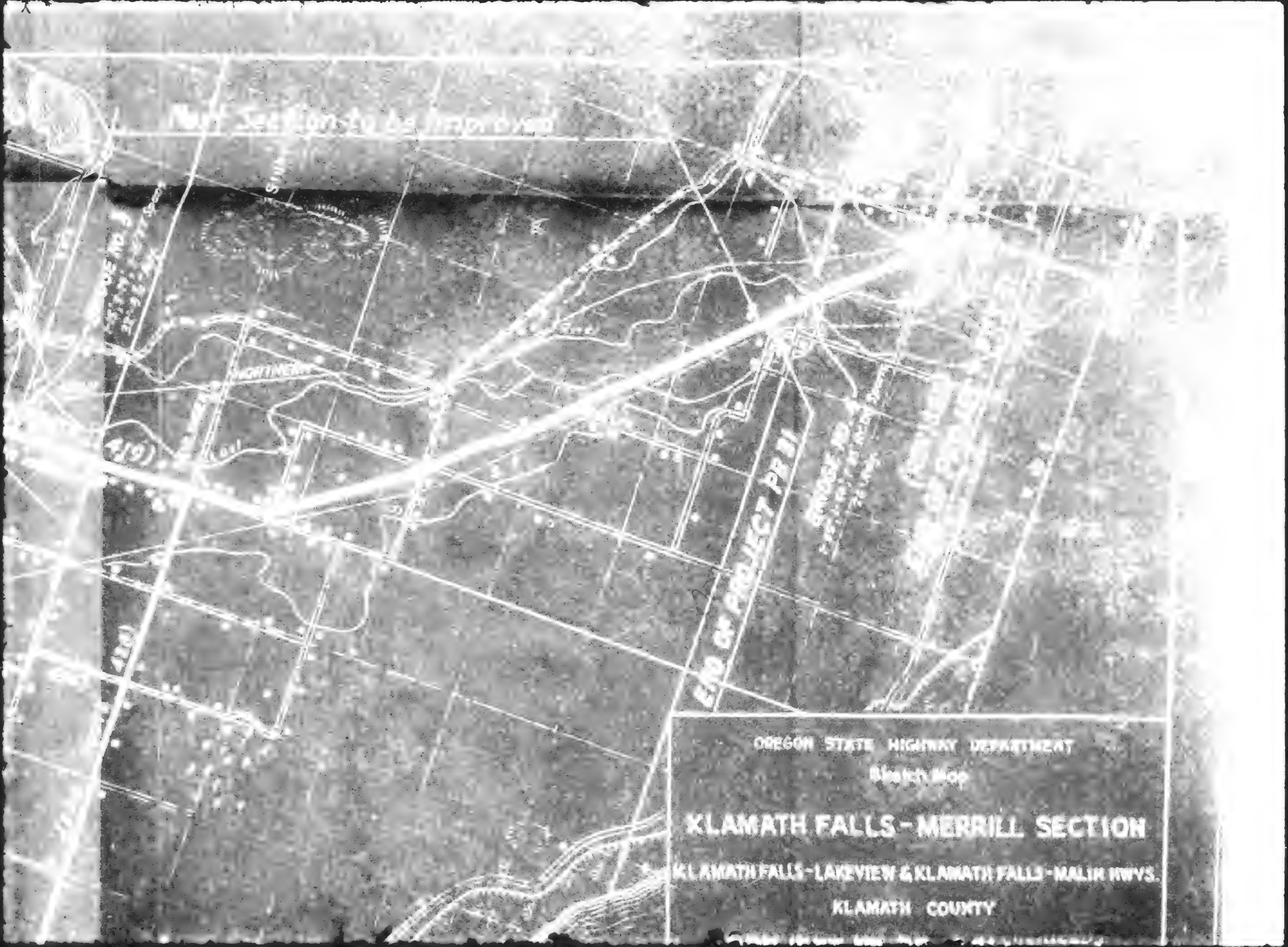
TERMINAL CITY
FED. ROUTE NO.
N
PELICAN
R.R. CROSSING NO. 1
Grade X-ing - Spur Track
R.R. CROSSING NO. 2
Grade X-ing - Spur Track
BEGINNING OF PROJECT PR S 31
BEGINNING OF PROJECT PR 31
SIXTH ST.
80' Wide
TH FALLS
Pop. 16,100
SIXTH ST.
80' Wide
LINK RIVER
SSING NO. 3
ation Structure
20 Spans, 2-130'-6" thru
-17', Rg 25' RCDG Spans
20' Rdy.
SING NO. 4
Spur Track
FED. ROUTE NO. 15
ALTA-MONT
BRIDGE NO. 1
20' Rdy.
RCDG Spans
FAS
KLAMATH FALLS
(ORIGINAL)
107
LAKEVIEW
HIGHWAY
66
RIVER
SOUTH SIDE KLAMATH
S-31(3)
TEXUM
FED. ROUTE NO. 33
FAS ROUTE 427
HAGER
AIRPORT
BRIDGE NO. 2
PINE GROVE
R.R. CROSSING NO. 5
Grade X-ing
LOST RIVER RESERVOIR
R.R. CROSSING NO. 6
(FAS) ROUTE
(FAS)
KLAMATH FALLS
HENLEY
66


HAGER
PINE GROVE
R.R. CROSSING NO. 5
LOST RIVER RESERVOIR
(CANAL)
66
R.R. CROSSING NO. 6
HENLEY
39
(424)
BRIDGE NO. 5
15'-15' Spans
(140)
DEHLINGER
Stukel
Section to be Improved
KLAMATH
END OF P



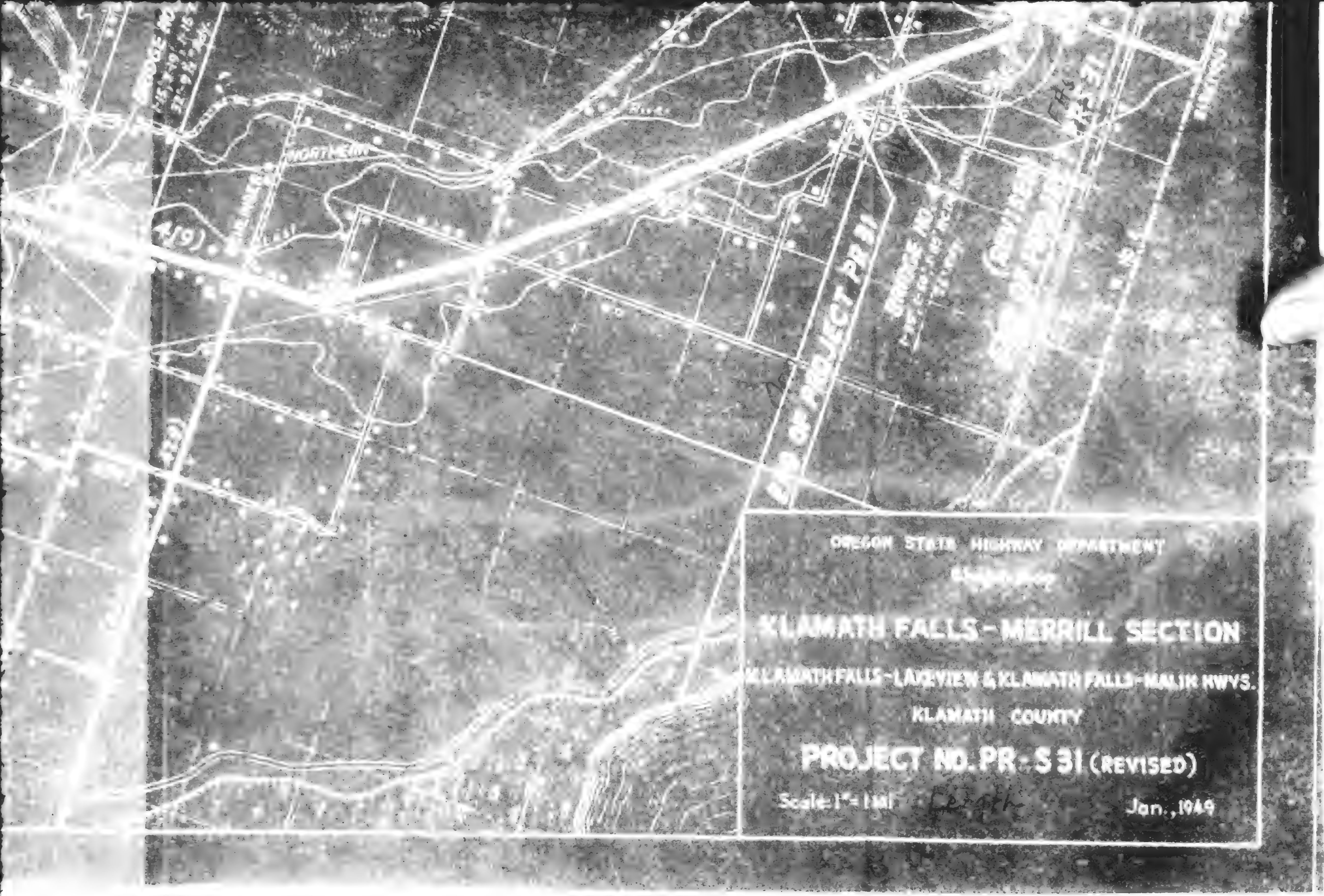
OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

KLAMATH FALLS - MERRILL SECTION

KLAMATH FALLS - LAKEVIEW & KLAMATH FALLS - MALIN HWYS.

KLAMATH COUNTY



OREGON STATE HIGHWAY DEPARTMENT

[illegible]

KLAMATH FALLS - MERRILL SECTION

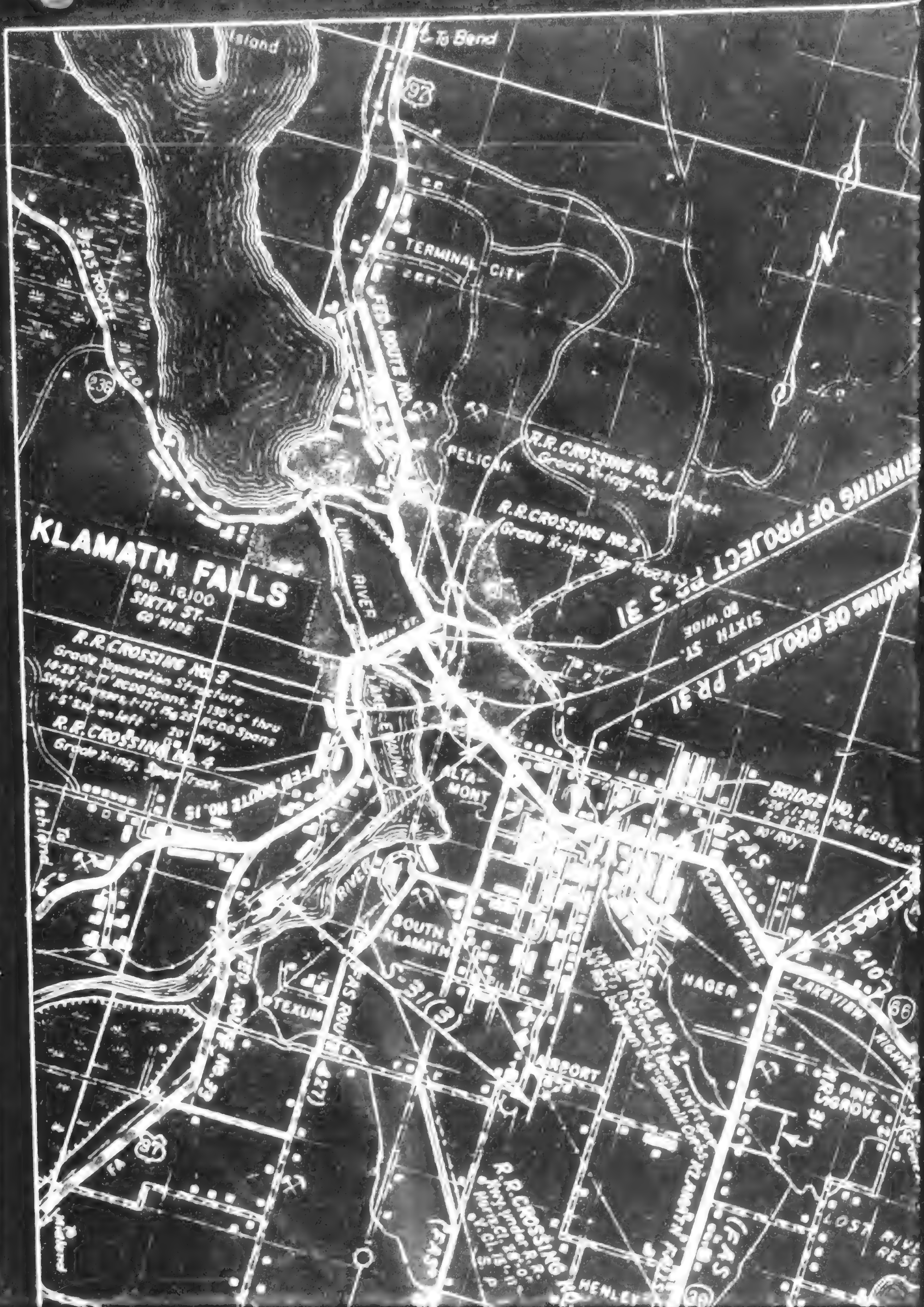
KLAMATH FALLS - LAKEVIEW & KLAMATH FALLS - MALIN HWYS.

KLAMATH COUNTY

PROJECT NO. PR - S 31 (REVISED)

Scale: 1" = 1 Mi. Jan., 1949

R.R. CROSSING NO. 4
Grade X-ing.
BRIDGE NO. 1
SOUTH KLAMATH
STEKUM
31
HAGER
KLAMATH FALLS
LAKEVIEW HIGHWAY
66
PINE GROVE
R.R. CROSSING
Grade X-ing.
LOST RIVER RESERV
R.R. CROSSING NO. 6
KLAMATH
HENLEY
39
ROUTE
F.A.S.
421
BRIDGE NO. 3
32'-9½" Rdy.
Spans
BEHLINGER


Island
To Bend
97
TERMINAL CITY
FAS ROUTE 420
236
FED. ROUTE NO. 4
PELICAN
R.R. CROSSING NO. 1
Grade X-ing - Spur Track
R.R. CROSSING NO. 2
Grade X-ing - Spur Track
BEGINNING OF PROJECT PR S 31
BEGINNING OF PROJECT PR 31
SIXTH ST.
80' WIDE
N
KLAMATH FALLS
Pop. 16,100
SIXTH ST.
60' WIDE
R.R. CROSSING No. 3
Grade Separation Structure
LINK RIVER
MAIN ST.
ALTAMONT
R.R. CROSSING No. 4
Grade X-ing. Spur Track
FED. ROUTE NO. 15
To Ashland
BRIDGE NO. 1
30' Rdy.
FAS
KLAMATH FALLS
RIVER
SOUTH KLAMATH
TEXUM
FAS ROUTE 427
S-31 (3)
HAGER
LAKEVIEW HIGHWAY
410
66
PINE GROVE
31
AIRPORT
BRIDGE NO. 2
FED. ROUTE NO. 33
97
FA
KLAMATH FALLS
FAS
R.R. CROSSING NO.
Hwy. under R.R.
S.P.
HENLEY
39
LOST RIVER
RESE

RECEIVED
JUN 7 1948
FOR FILING

231-(4)

312-C

3120

June 3, 1948

Mr. A. W. Schaupp, Commissioner
Oregon State Highway Commission
207 Willitts Building
Klamath Falls, Oregon

Dear Mr. Schaupp:

At the last meeting of the State Highway Commission you asked whether or not a rather sharp kink on the existing highway between the Great Northern railway crossing and Merrill would be eliminated in the reconstruction of this section of highway.

The only noticeable kink in the existing alignment is at a point approximately 4 1/2 miles northerly of Merrill and this kink is being eliminated by the use of two 1°30' curves which curves will eliminate the existing sharp curvature and permit traveling the highway at high speed. It has been necessary to acquire some additional right of way for elimination of this sharp curvature.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds
cc - W. C. Williams

FORM E-50 20M 2-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 26, 1948

SUBJECT:

To: Mr. H. G. Smith

Dear Sir:

Commissioner Schaupp advises that there is a rather sharp kink in the line on the Great Northern Railway Crossing-Merrill Section of the Klamath Falls-Malin Highway which we propose to construct. Please bring in a map and let's go over the matter to determine about where this curve is.

Very truly yours,

R. H. Baldock

RHB:hi

841
674
162

3 miles N - Lost River

or

100

= 850 + 81
37 + 97

11
62
73

RECEIVED
MAY 28 1948
OFFICE OF
CONSTRUCTION ENGINEER

EIVED
MAY 24 1948
FOR FILING

131(4)

3120

3120

May 19, 1948

Oregon State Highway Commission

Gentlemen:

Attached hereto is a print of the relocation of the Great Northern Railway Crossing-Merrill Section of the Klamath Falls-Malin Highway in Klamath County. This is a third-year federal-aid secondary project, for which the amount set up was $[illegible],000.

This survey follows the existing highway throughout and merely entails widening and revision of drainage structures. The existing 60-foot right of way is being widened to a width of 100 feet, which is standard for a primary highway. There are two houses, one potato cellar and one store located within the proposed right of way limits. As this location is through highly productive land, it is anticipated that the right of way cost will be quite high. I recommend the adoption of this survey in order that we may call for bids on this project.

This matter will be on the agenda of the next meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc - W. C. Williams
H. G. Smith

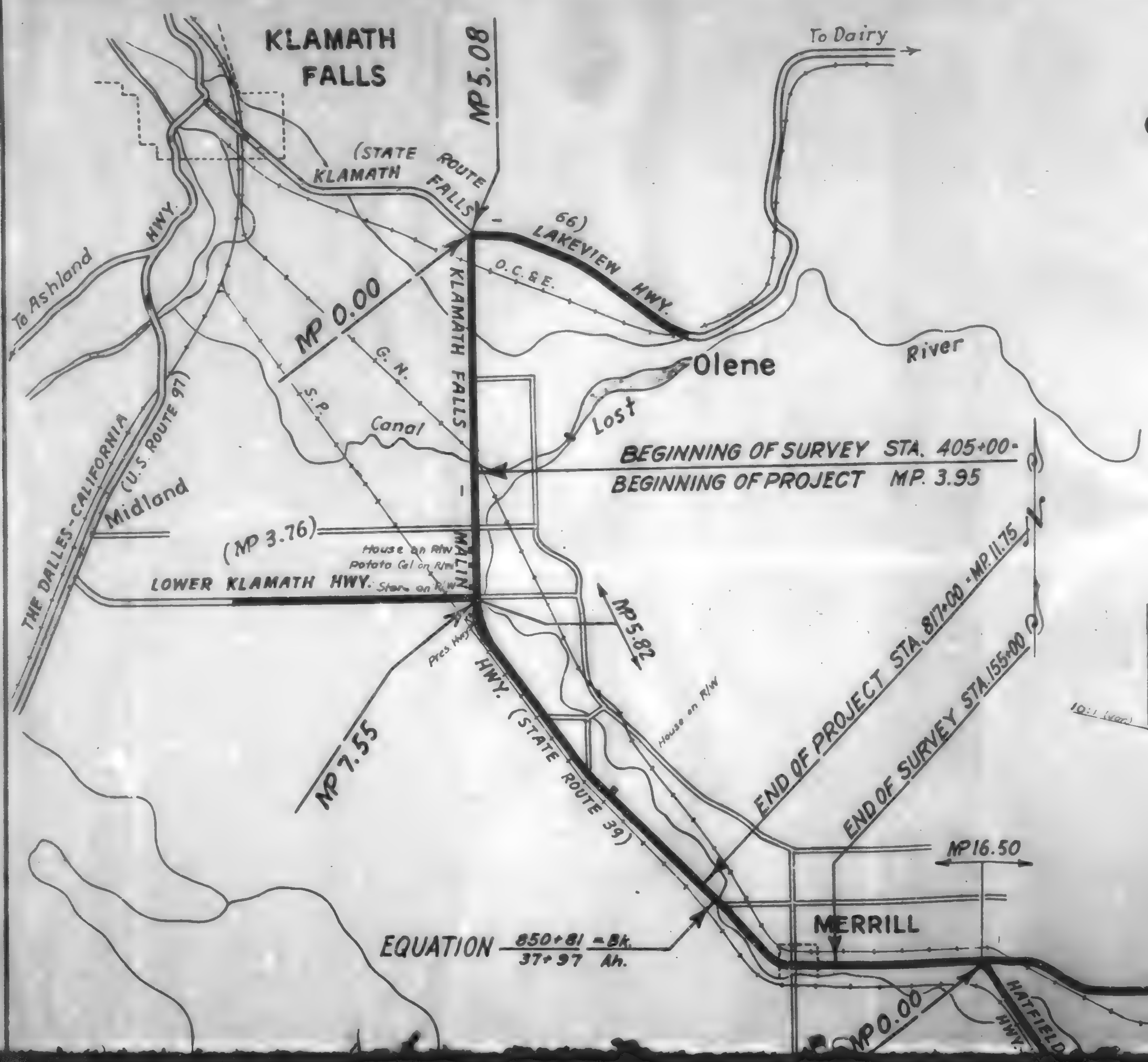
OREGON STATE HIGHWAY DEPART

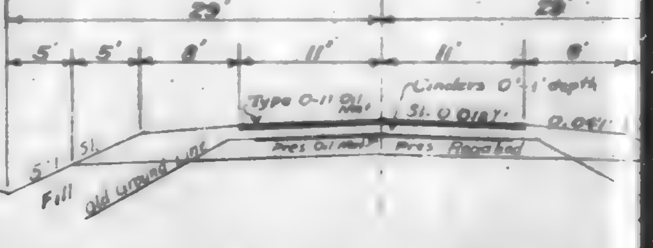
SKETCH MAP

GREAT NORTHERN RAILWAY-M
KLAMATH FALLS-MALIN
KLAMATH COUNTY

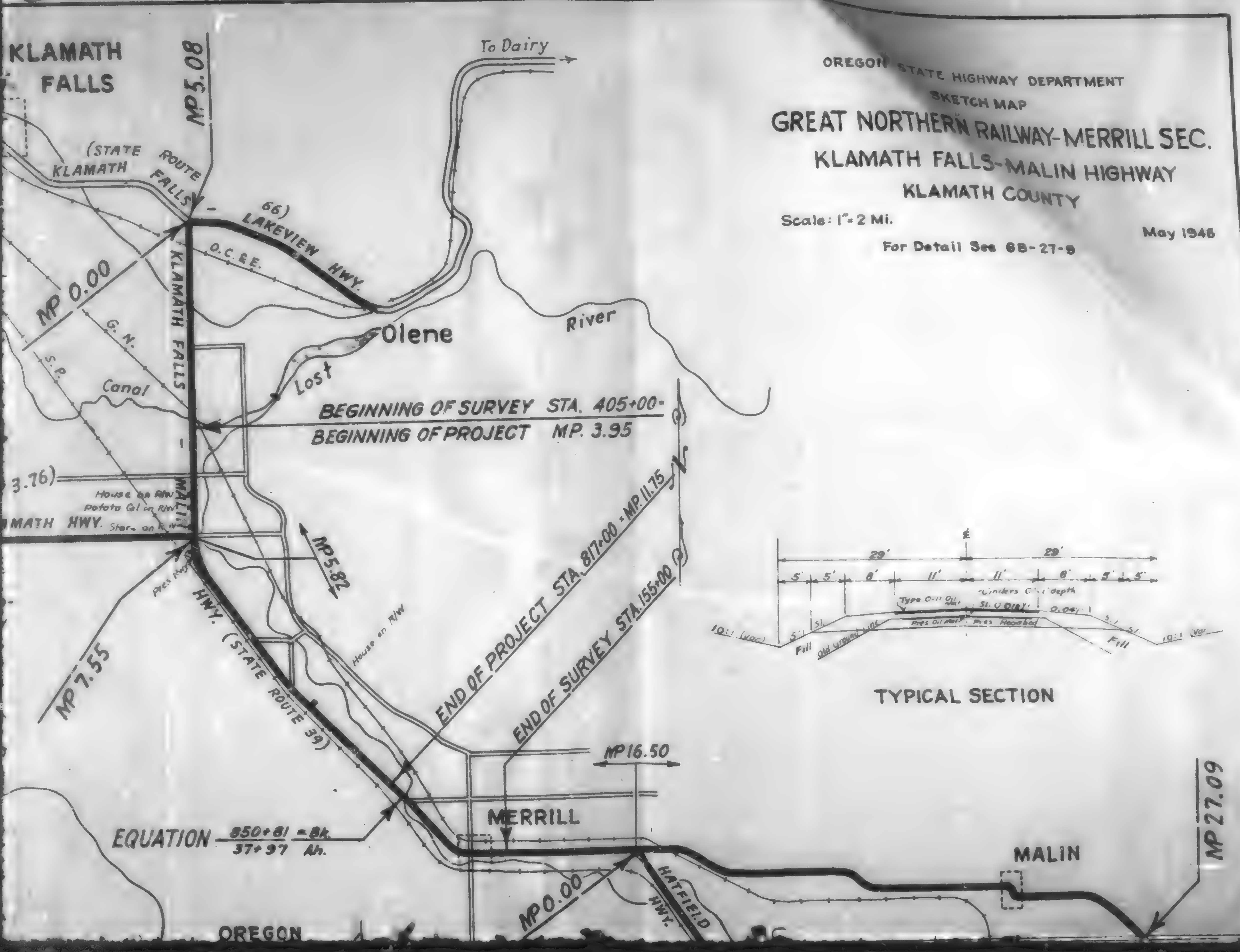
Scale: 1" = 2 Mi.

For Detail See 6B-27-9





TYPICAL SECTION



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

GREAT NORTHERN RAILWAY-MERRILL SEC.

KLAMATH FALLS-MALIN HIGHWAY

KLAMATH COUNTY

Scale: 1" = 2 Mi.

May 1946

For Detail See 6B-27-9

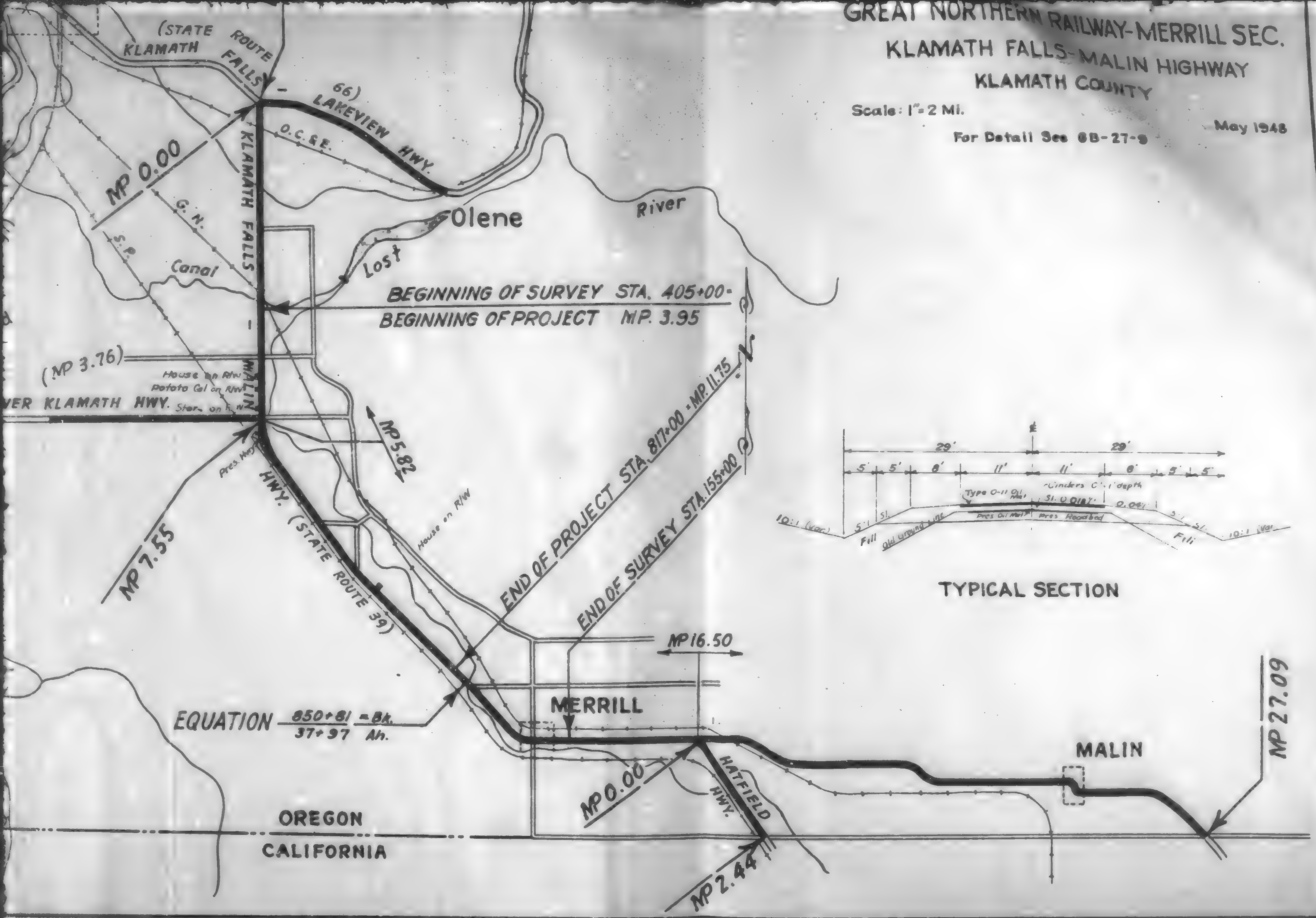
TYPICAL SECTION

GREAT NORTHERN RAILWAY-MERRILL SEC.
KLAMATH FALLS-MALIN HIGHWAY
KLAMATH COUNTY

Scale: 1" = 2 Mi.

May 1948

For Detail See 6B-27-9

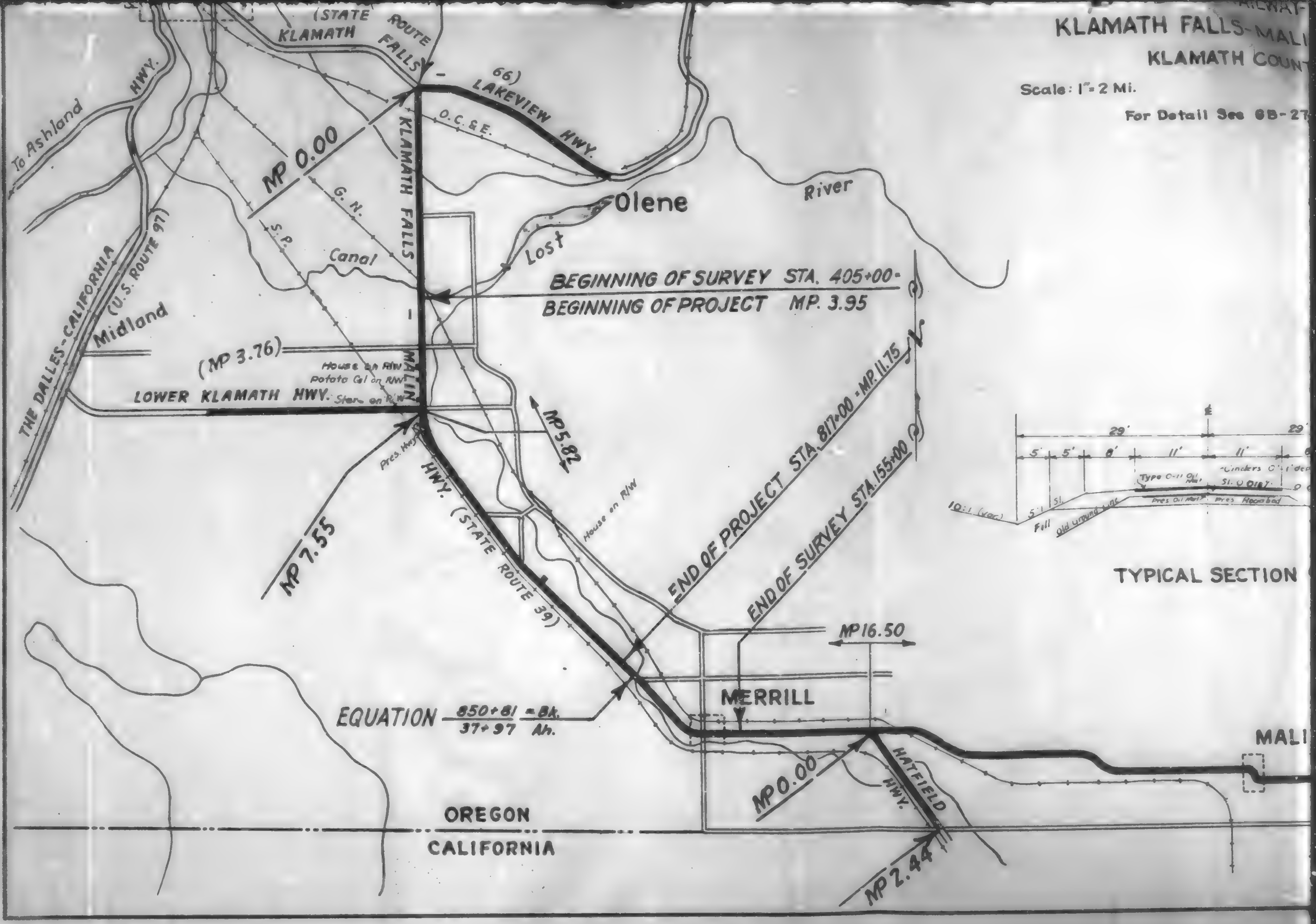


TYPICAL SECTION

KLAMATH FALLS-MALI
KLAMATH COUNT

Scale: 1" = 2 Mi.

For Detail See 6B-27



RECEIVED
APR 2 1948
FOR FILING

2 31 (4)

3120

April 1, 1948

Mr. A. W. Schaupp
State Highway Commissioner
207 Willitts Building
Klamath Falls, Oregon

Dear Mr. Schaupp:

I attach hereto a map of the Klamath Falls-Merrill area on which are indicated various proposals for the location of the Klamath Falls-Malin Highway. You will note a black pencil line which is marked "located line." This is the most direct route, but, as you know, is now pretty well blocked by our inability to deal with the Balsiger Motor Company for property they control and on which property I now understand the baseball park is being built.

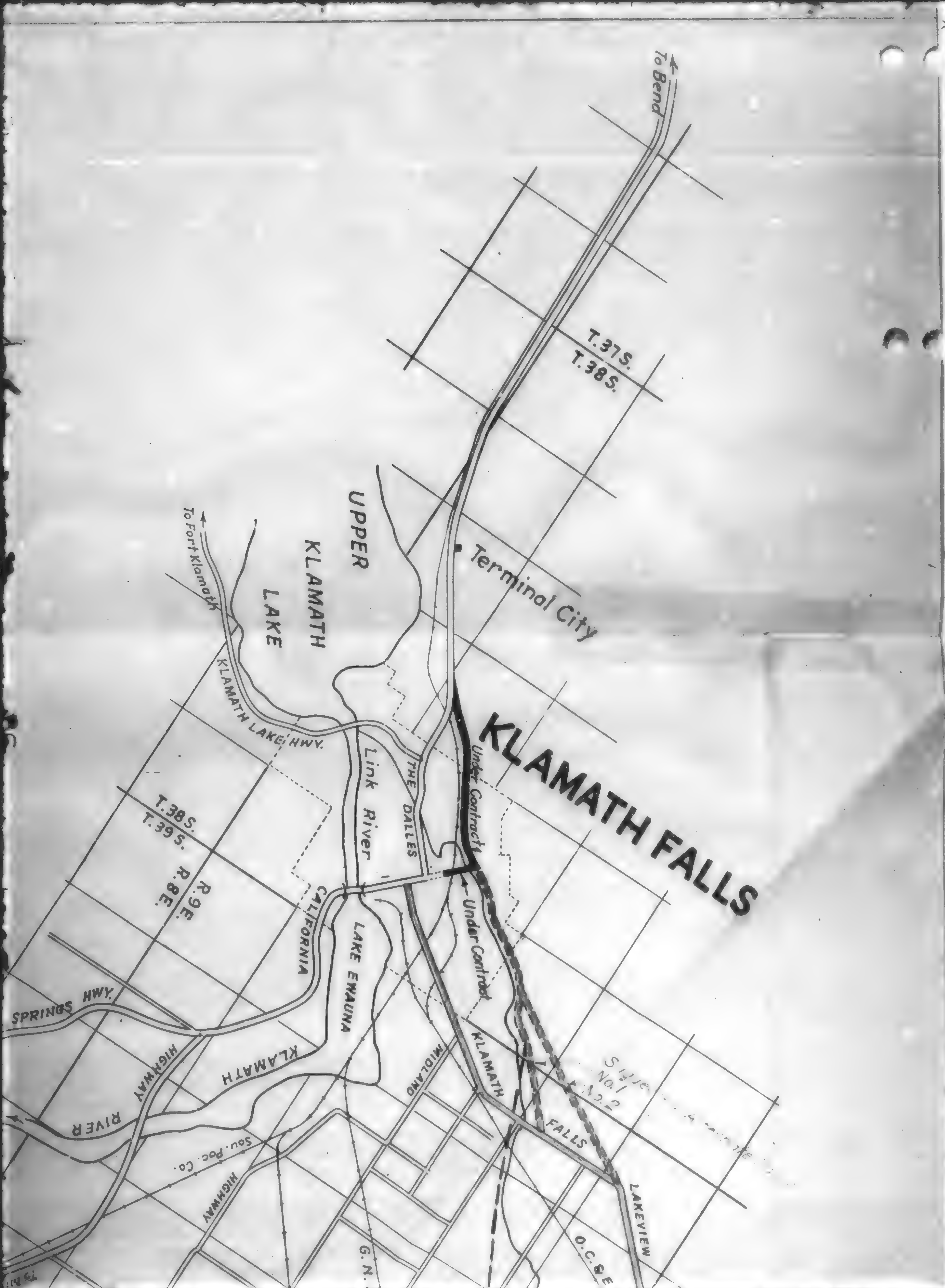
On the map are indicated in orange coloring two suggested alternates. Alternate No. 1 follows closely along the north bank of the reclamation canal. Alternate No. 2 cuts more directly across country to a connection with the Klamath Falls-Lakeview Highway only about one mile from the junction of the Klamath Falls-Lakeview and Klamath Falls-Malin Highways. This route would serve both highways and would result in considerably less construction cost than the originally located line.

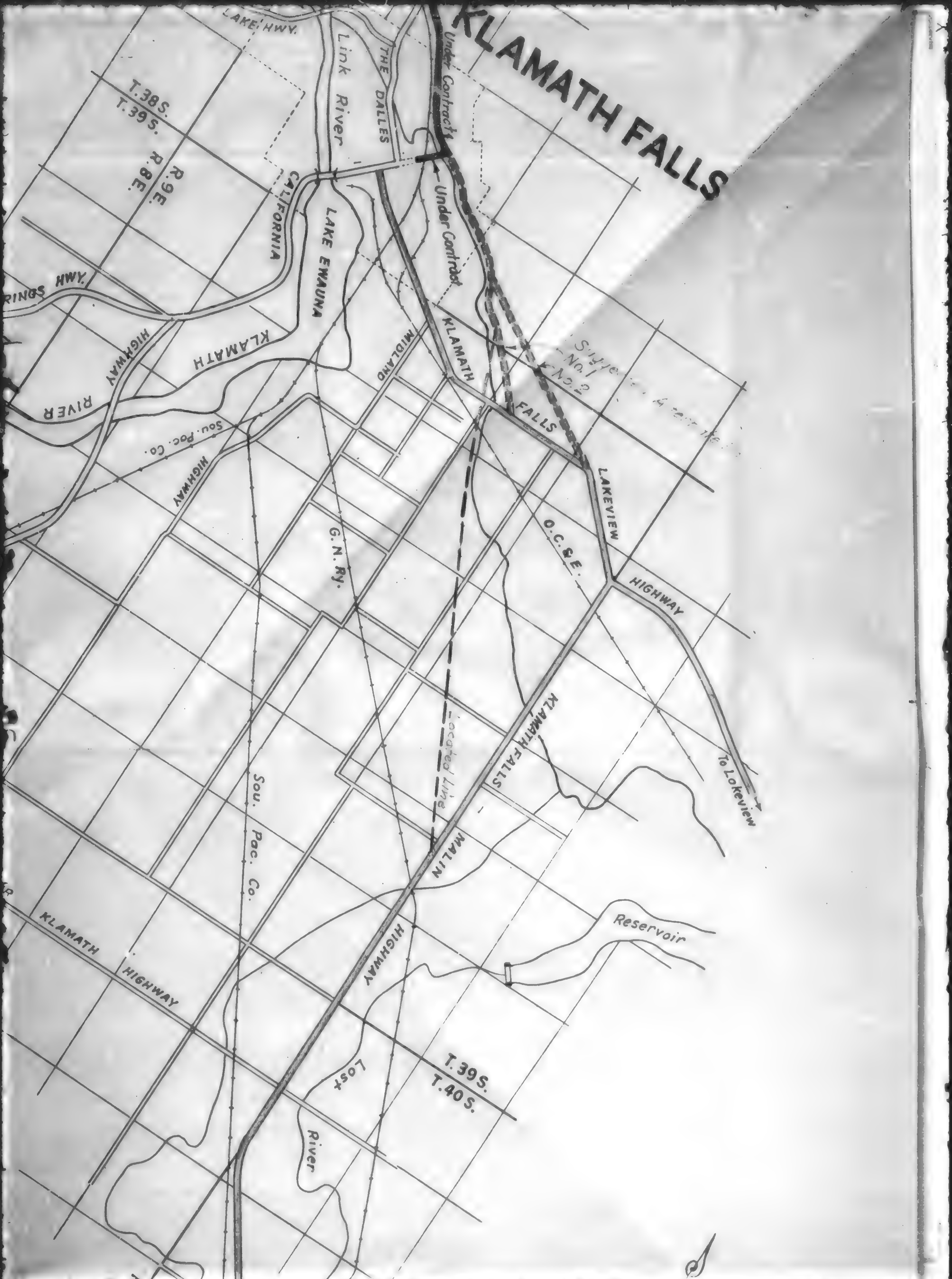
We are sending our Reconnaissance Engineer, J. F. Waller, to Klamath Falls next week to make further study of the feasibility of the alternate routes.

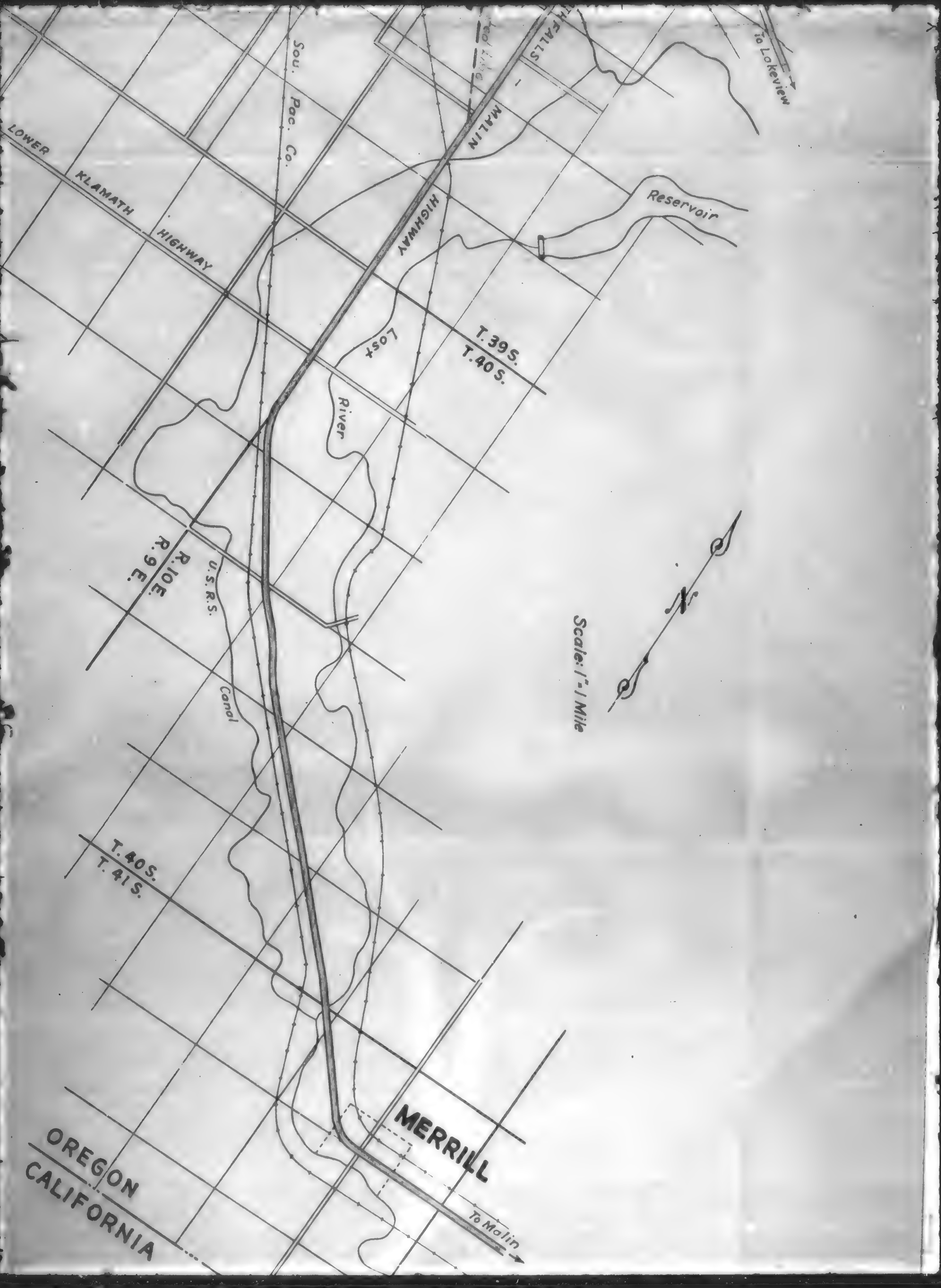
Very truly yours,

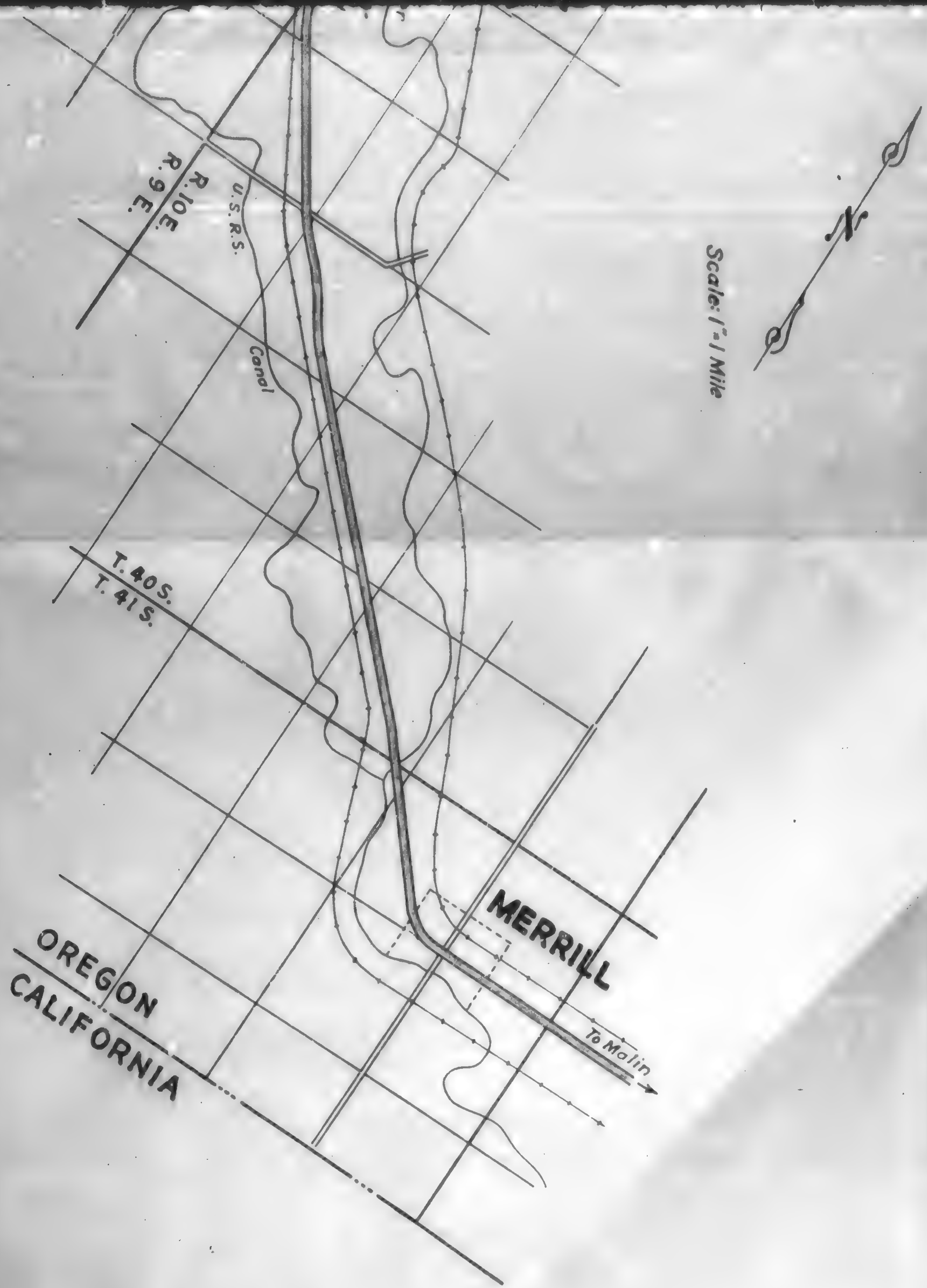
R. H. Baldock
State Highway Engineer

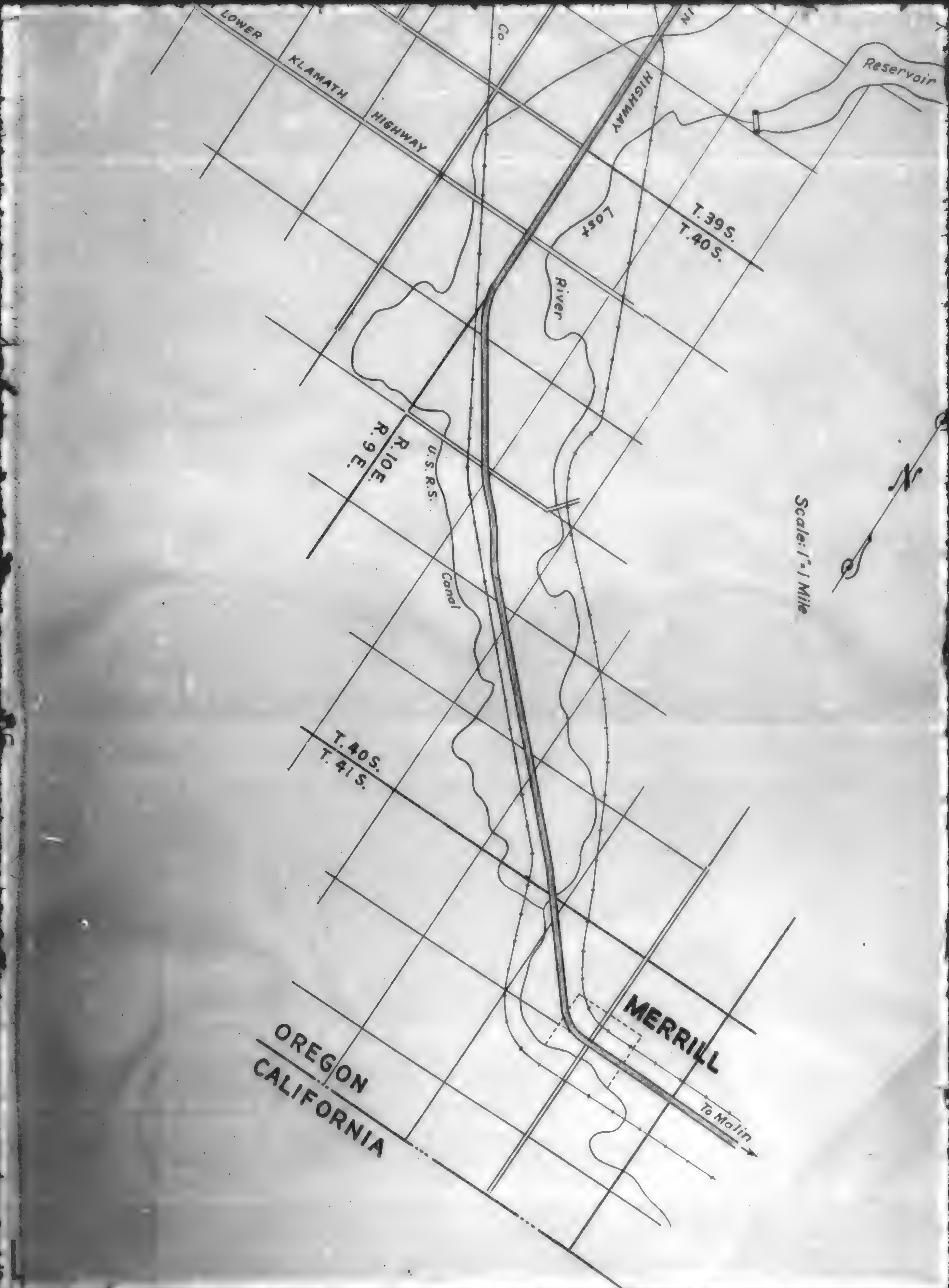
Encl.

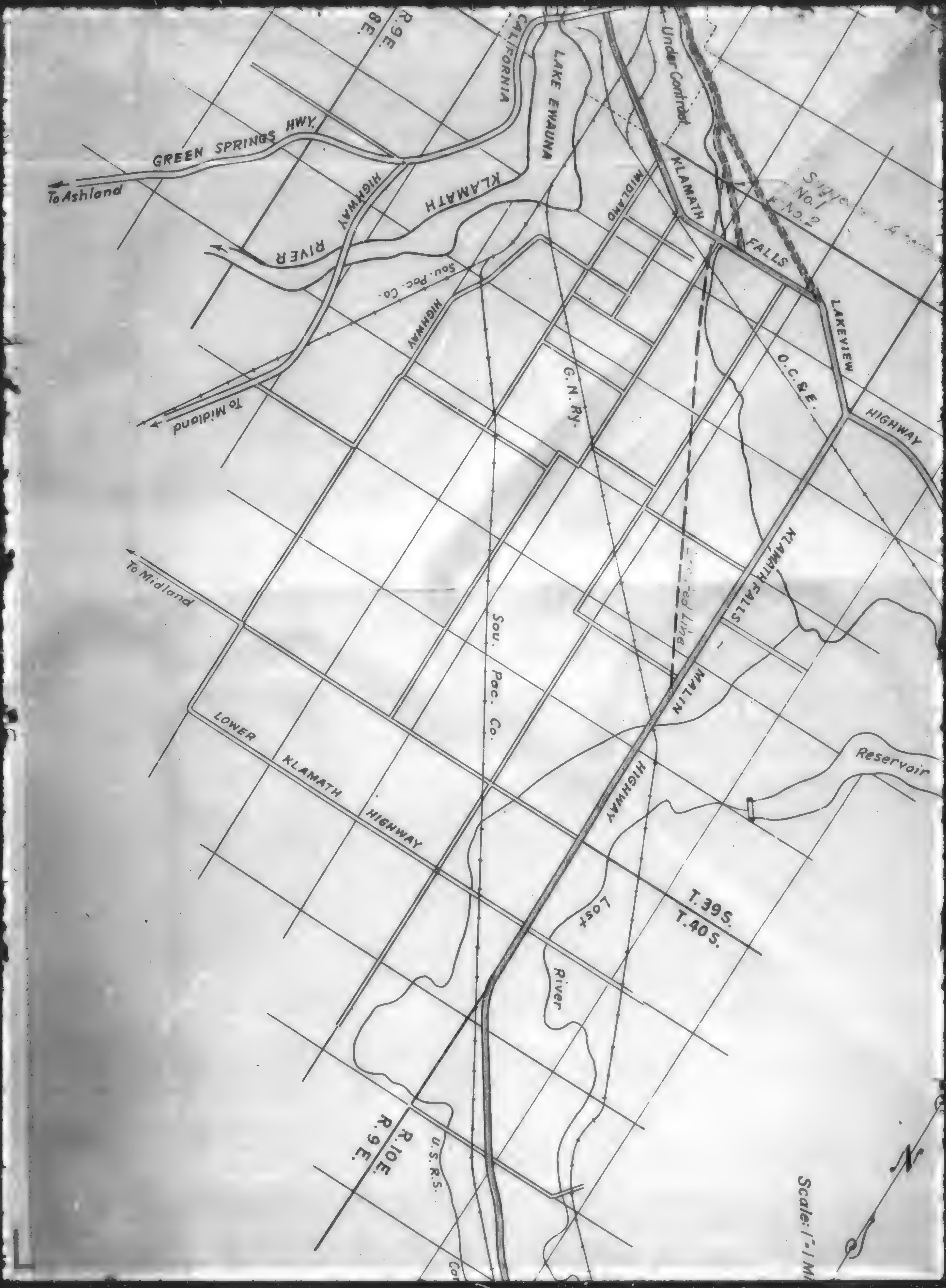

To Bend
T.37S.
T.38S.
UPPER KLAMATH LAKE
Terminal City
To Fort Klamath
KLAMATH LAKE HWY.
KLAMATH FALLS
Under Contracts
Link River
THE DALLES
T.38S.
T.39S.
R.9E.
R.8E.
CALIFORNIA
LAKE EWAUNA
Under Contract
SPRINGS HWY.
KLAMATH RIVER HIGHWAY
MIDLAND
KLAMATH FALLS
Sou. Pac. Co.
HIGHWAY
G.N.
O.C.&E.
LAKEVIEW

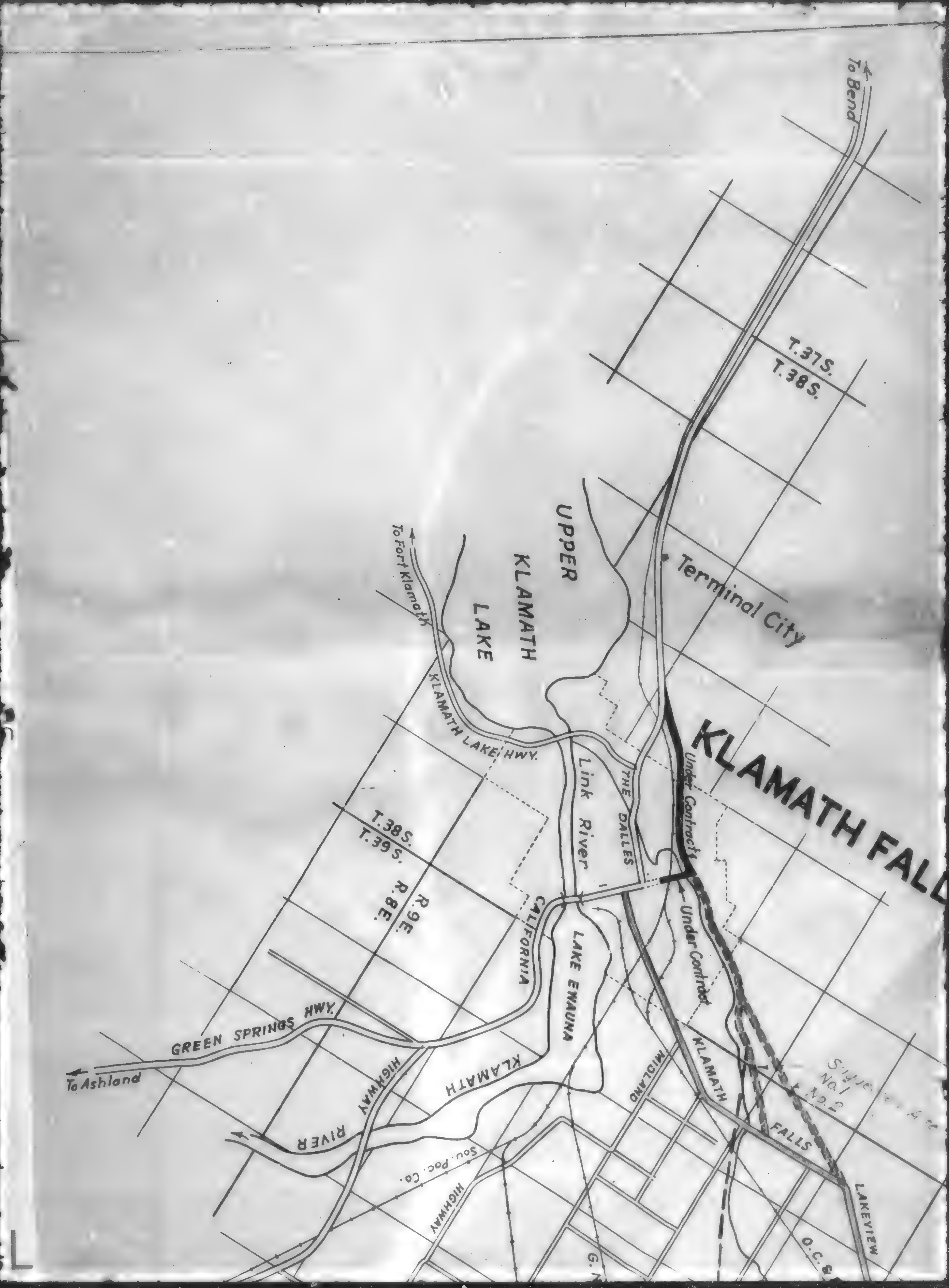

KLAMATH FALLS
LAKE HWY.
Link River
THE DALLES
Under Contract
Under Contract
T.38 S.
T.39 S.
R.8 E.
R.9 E.
CALIFORNIA
LAKE EWAUNA
SPRINGS HWY.
KLAMATH
HIGHWAY
KLAMATH
RIVER
Sou. Pac. Co.
HIGHWAY
MIDLAND
KLAMATH
FALLS
Suggested Alternates
No.1
No.2
LAKEVIEW
HIGHWAY
O.C.&E.
G.N.Ry.
Located Line
KLAMATH FALLS
MALIN
HIGHWAY
To Lakeview
Sou. Pac. Co.
Reservoir
KLAMATH
HIGHWAY
T.39 S.
T.40 S.
Lost
River


FALLS - MALIN HIGHWAY
od Line
To Lakeview
Sou. Pac. Co.
LOWER KLAMATH HIGHWAY
Reservoir
T. 39 S.
T. 40 S.
Lost River
R. 10 E.
R. 9 E.
U.S.R.S. Canal
Scale: 1"=1 Mile
T. 40 S.
T. 41 S.
MERRILL
OREGON
CALIFORNIA
To Malin


R.10E.
R.9E.
U.S.R.S.
Canal
N
Scale: 1"=1 Mile
T.40S.
T.41S.
MERRILL
To Malin
OREGON
CALIFORNIA


LOWER KLAMATH HIGHWAY
Co.
HIGHWAY
Reservoir
Lost
River
T. 39 S.
T. 40 S.
R. 10 E.
R. 9 E.
U.S.R.S.
Canal
Scale: 1" = 1 Mile
T. 40 S.
T. 41 S.
MERRILL
OREGON
CALIFORNIA
To Malin


R.9E.
R.8E.
CALIFORNIA
LAKE EWAUNA
Under Contract
GREEN SPRINGS HWY.
To Ashland
HIGHWAY
KLAMATH
RIVER
MIDLAND
KLAMATH
FALLS
No.1
No.2
Sou. Pac. Co.
HIGHWAY
To Midland
LAKEVIEW
O.C.&E.
HIGHWAY
G.N.Ry.
KLAMATH FALLS
MALIN
HIGHWAY
To Midland
Sou. Pac. Co.
LOWER
KLAMATH
HIGHWAY
Reservoir
Lost
River
T.39S.
T.40S.
R.10E.
R.9E.
U.S.R.S.
Scale: 1"=1 Mi


To Bend
T.37S.
T.38S.
UPPER
KLAMATH
LAKE
Terminal City
To Fort Klamath
KLAMATH LAKE HWY.
KLAMATH FALL
Under Contract
THE DALLES
Link River
T.38S.
T.39S.
R.8E.
R.9E.
CALIFORNIA
Under Contract
LAKE EWAUNA
GREEN SPRINGS HWY.
To Ashland
KLAMATH
HIGHWAY
RIVER
MIDLAND
KLAMATH
FALLS
No.1
No.2
Sou. Pac. Co.
HIGHWAY
LAKEVIEW
O.C.&
G.N.
L

20-8308 Rainrock-Alderwood Park Rock 1949
Production Project on the
Siuslaw & Alsea-Deadwood Hwys.
#3121

RECEIVED
FOR FILING

20-8308

3121

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

September 11, 1953

SUBJECT:

To:

United States Fidelity and Guaranty Co.
Suite 201, Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Attn: Jos. A. Boyce
Supt. of Claims

Gentlemen:

Herewith warrant No. R-377473 in the sum of $2,661.10, which has been assigned to your bank by Homer G. Johnson to cover Contract No. 3121, Estimate No. 8 Final.

NOTED
H. B. GLAISYER

Yours very truly,

R. H. BALDOCK
State Highway Engineer

By J. G. Herr
J. G. Herr
Ledgers Supervisor

JGH/rr
encl.
cc: H. B. Glaisyer
Salem, Oregon

REFERRED TO
BY SECRETARY

note on card

NOTED ON CARD

9-11-53

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 11, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3121	8-final	Homer G. Johnson	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10642	B-377473	$ 2,661.10	July 6, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1949

Time Extensions: Extended to May 1, 1950 without penalty

Completion Date: April 25, 1950

Date Accepted: May 26, 1952

Penalties: None of record

Claims: None outstanding of record

Remarks:

Received notice of last claim settlement 9-9-53.

Date: 9-11-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

SEP 11 1953

NOTED ON CARD

9-11-53

RECEIVED

FOR FILING

20-3360
3121

Mrs Lemm

September 10, 1953

United States Fidelity and Guaranty Company
Suite 201, Portland Trust Building
319 SW Washington Street
Portland 4, Oregon

Attention: Mr. Jos. A. Boyce
Supt. of Claims

Gentlemen:

I received in yesterday's mail your letter of September 2, 1953 concerning release of final payment in connection with Homer G. Johnson's contract with the State Highway Commission for Rainrock-Alderwood Park Rock Production Project on the Siuslaw and Alsea-Deadwood Highway in Lane County, State Highway Contract No. 3121. Enclosed in your letter was a copy of your letter to Mr. T. N. Nielson, Deadwood, Oregon, concerning his claim against Mr. Johnson, at the bottom of which there appears a long-hand note from Mr. Nielson stating that Mr. Johnson has paid the claim.

In checking the records I find that all of the claims of record in the office of the State Highway Commission against this job are now satisfied. In view thereof, the Auditor is being instructed today to release to the United States Fidelity and Guaranty Company all monies remaining unpaid in connection with this job pursuant to the assignment given the United States Fidelity and Guaranty Company by Mr. Johnson.

I appreciate very much your advising us of the satisfaction of the Nielson claim which enables us to close our files on this subject.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison
F. Query

NOTED ON CARD

Mr. Maison:

In view of the above letter you are hereby authorized to release the unpaid monies earned by Homer Johnson in connection with this job which, as stated, are assigned to the surety. (over)

UNITED STATES FIDELITY AND GUARANTY COMPANY
W. TALBOT SINCLAIR, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

TELEPHONE: BROADWAY 0464

GEORGE C. BOTTOMS
ASSOCIATE MANAGER
LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

Sept. 2, 1953

Mr. Herbert Glaisyer
Secretary of the Oregon State Highway Commission
Salem, Oregon

Re-53-S-226
Principal-Homer G. Johnson
Obligee-Oregon State Highway
Commission

Dear Mr. Glaisyer:

Please find attached hereto a copy of letter dated August 27, 1953 addressed by the writer to Mr. T. N. Nielson, together with Mr. Nielson's signed notation on the bottom portion thereof, stating that he has been paid by Mr. Johnson.

In view of the above information, we trust you will now find your way clear to forward to us the amount remaining unpaid on State Highway Contract Number 3121, which amount has been assigned to this company by Mr. Johnson.

Thanking you for your many courtesies, we remain

Yours very truly,

Jos A Boyce
Jos. A. Boyce
Supt. of Claims

JAB:vm
CC/ Home Office, Surety, G. P. Bundy
Encl.

Claimants paid
all monies assigned to surety

ANSWERED
H. B. GLAISYER

U. S. F. & G.

UNITED STATES FIDELITY AND GUARANTY COMPANY
W. TALBOT SINCLAIR, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

TELEPHONE: BROADWAY 0464

GEORGE C. BOTTOMS
ASSOCIATE MANAGER
LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

August 27, 1953

REFERENCE TO OUR CLAIM FILE NUMBER
EXPEDITES HANDLING OF CLAIM.

Mr. T. N. Nielson
Deadwood, Oregon

Re-53-S-226
Principal-Homer G. Johnson
Obligee-Oregon State Highway
Comm.

Dear Mr. Nielson:

We have recently been advised by Mr. Johnson that you have been paid in full in connection with State Highway Contract Number 3121, subject ~~as~~ to prior correspondence.

Using the enclosed self-addressed stamped envelope would you please be so kind as to confirm the foregoing, in order that we may in turn advise the State Highway Commission that you have been so paid.

Thanking you in advance for your earliest attention possible to this request, we remain

Yours very truly,

Jos. A. Boyce
Supt. of Claims

JAB:vm
CC/ Home Office, Surety, G. P. Bundy
Encl.

NOTED ON CARD

Please be advised that Mr Johnson has paid us for the above mentioned work - M. Nielsen

U. S. F. & G.

RECEIVED
FOR FILING

Liens

20-8308

3121

July 24, 1953

United States Fidelity and Guaranty Company
Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Attention: Mr. Jos. A. Boyce

Gentlemen:

We have received from your office papers indicating that the claims of Gordon D. Medford, Shell Oil Company, Balzer Machinery Company, Union Oil Company, and T. M. Nielsen have been paid. All of these appear to be in good order with the exception of the letter from Mr. Nielsen in which there appeared to be some doubt as to whether his claim had been taken care of. We accordingly wrote to him and have today received a note stating that payment on the $1,600.00 check written by Mr. Johnson in favor of Mr. Nielsen had been stopped and his claim to date has not been paid.

As Mr. Nielsen's claim appears to be unsatisfied we have no alternative other than to withhold funds now in custody of the Highway Department.

This is in connection with Contract No. 3121, awarded to Homer G. Johnson for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary Highways in Lane County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
7-24-53

FORM E-123 90M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 15, 1953

Mr. T. M. Nielsen
Deadwood, Oregon

Dear Mr. Nielsen:

We have received a reproduced copy of your undated letter in which you state that you have Mr. Homer G. Johnson's check for $1,600.00, dated June 10, 1953, in settlement of your claim against him on Contract No. 3121.

Your letter indicated that there might be some question as to whether your claim against him had been cleared. Will you please let us know so that we can take action concerning release of the final payment.

Very truly yours,

H B Glaisyer

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

RECEIVED
JUL [illegible] 1953
[illegible]
STATE HIGHWAY COMMISSION

Mr. H. B. Glaisyer
Salem, Ore.

Dear Sir

Thanks for your letter of the 15th, Mr. Johnson stopped payment on the check for 1600.00 so as yet we are not settled up with him - will advise if we do receive payment. yours truly T. M. Nielsen

[illegible] ON CARD
7-2 [illegible]

Mr. Glaisyer:

The releases submitted by the surety on Contract 3121 with Homer G. Johnson clear~~s~~ out all of the claims we have recorded against this contract.

F. Query

July 15, 1953

Mr. T. M. Nielsen
Deadwood, Oregon

Dear Mr. Nielsen:

We have received a reproduced copy of your undated letter in which you state that you have Mr. Homer G. Johnson's check for $1,600.00, dated June 10, 1953, in settlement of your claim against him on Contract No. 3121.

Your letter indicated that there might be some question as to whether your claim against him had been cleared. Will you please let us know so that we can take action concerning release of the final payment.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

NOTED ON CARD
7-15-53

UNITED STATES FIDELITY AND GUARANTY COMPANY
W. TALBOT SINCLAIR, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

TELEPHONE: BROADWAY 0464

GEORGE C. BOTTOMS
ASSOCIATE MANAGER
LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

July 10, 1953

Oregon State Highway Commission
Salem, Oregon

Re-53-S-226
Principal-Homer G. Johnson
Obligee-Oregon State Highway
Commission

Attention : Mr. Herbert B. Glaisyer
Secretary

Dear Mr. Glaisyer:

Confirming our verbal conversations of yesterday when I was in Salem and discussed the above captioned file with you, please find enclosed herewith a copy of receipt and assignment executed by Mr. Gordon D. Medford dated August 1, 1952, receipt and assignment executed by the Union Oil Company on April 24, 1951, receipt and assignment executed by Balzer Machinery Company on the 11th day of April 1951 and receipt and assignment executed by Shell Oil Company on March 30, 1951, all of which payments have been made by this company in connection with State Highway Contract Number 3121, wherein this company was surety for a contractor, Mr. Homer G. Johnson.

Also attached is copy of letter undated addressed to this office recently from Mr. T. M. Nielsen, wherein you will note he has settled his claim with Mr. Johnson for $1,600.00 and has Mr. Johnson's check dated June 10, 1953 and would get in touch with me in a few days if the check did not clear. In the absence of hearing further from Mr. Nielsen in over a month, I assume that this account has been liquidated.

The foregoing information is being furnished you at your request, in order that you may release to this company the retained percentage on the above contract, wherein your file shows an assignment of such retained percentage to this company. May we please expect to receive your voucher payable to this company in the amount of the retained percentage.

May I take this opportunity to express my sincere appreciation for the complete co-operation you have given to us in connection with this matter.

With best personal regards.

Yours very truly,

Jos. A. Boyce
Supt. of Claims

JAB:vm
CC/ A. W. Murray, 306 Central Building, Seattle 4, Washington
CC/ Home Office, Surety, Henry C. Hines

RECEIVED
JUL 1[illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIPT AND ASSIGNMENT

In consideration of the sum of Three Hundred Thirty Three and 80/100 Dollars ($333.80) paid by the United States Fidelity and Guaranty Company, receipt whereof is hereby acknowledged, Camp Indiola does hereby sell, assign, transfer and confirm to United States Fidelity and Guaranty Company, a corporation, of Baltimore, Maryland, claim in like amount on account of material, provisions, supplies or labor furnished to the contract of Homer G. Johnson for the construction of Oregon State Highway Project #3121, together with all right, title and interest to enforce collection of the same and receive payment and to give such receipt therefor as may be proper and for all purposes and to the same extent which the undersigned might do.

Executed this 1st day of ~~July~~ Aug., 1952

Camp Indiola by Gordon D Medford
(President)

STATE OF OREGON)
) ss.
COUNTY OF LANE)

I, Lynn A. Wheeler, Notary Public in and for the State of Oregon, do hereby certify that on this 1st day of August, 1952, personally appeared before me Gordon D. Medford, known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal the day and year first above mentioned.

Lynn A. Wheeler
NOTARY PUBLIC in and for the State of Oregon residing at Mapleton

My commission expires
Sept. 12, 1953

* *

STATE OF OREGON)
) ss.
COUNTY OF LANE)

I, Lynn A. Wheeler Notary Public in and for the State of Oregon, do hereby certify that on this 1st day of August, 1952, personally appeared before me Gordon D. Medford known to me to be the president of the corporation which executed the foregoing instrument and acknowledged to me that he executed the foregoing does hereby sell, assign, transfer and confirm to United States Fidelity and Guaranty Company, a corporation, of Baltimore, Maryland, claim in like amount on account of material, provisions, supplies or labor furnished to the contract of Homer G. Johnson for the construction of Oregon State Highway Project #3121, together with all right, title and interest to enforce collection of the same and receive payment and to give such receipt therefor as may be proper and for all purposes and to the same extent which the undersigned might do.

Executed this 1st day of ~~July~~ Aug., 1952

Comp & Indivly by Gordon D. Medford
(President)

STATE OF OREGON)
) ss.
COUNTY OF LANE)

I, Lynn A. Wheeler, Notary Public in and for the State of Oregon, do hereby certify that on this 1st day of August, 1952, personally appeared before me Gordon D. Medford, known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal the day and year first above mentioned.

Lynn A. Wheeler
NOTARY PUBLIC in and for the State of Oregon residing at Mapleton

My commission expires
Sept. 12, 1953

* *

STATE OF OREGON)
) ss.
COUNTY OF LANE)

I, Lynn A. Wheeler Notary Public in and for the State of Oregon, do hereby certify that on this 1st day of August, 1952, personally appeared before me Gordon D. Medford known to me to be the president of the corporation which executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to do so, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and seal the day and year first above mentioned.

Lynn A. Wheeler
NOTARY PUBLIC in and for the State of Oregon residing at Mapleton

My commissi

RECEIPT AND ASSIGNMENT

In consideration of the sum of TWO THOUSAND FOUR HUNDRED EIGHTY SIX AND 71/100 * * * Dollars ($2,486.71) paid by the United States Fidelity and Guaranty Company, receipt whereof is hereby acknowledged,

SHELL OIL COMPANY

does hereby sell, assign, transfer and confirm to United States Fidelity and Guaranty Company, a corporation, of Baltimore, Maryland, claim in like amount on account of material, provisions, supplies or labor furnished to the contract of HOMER JOHNSON for the construction of State of Oregon Highway Contract #3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Highways in Lane County, together with all right, title and interest to enforce collection of the same and receive payment and to give such receipt therefor as may be proper and for all purposes and to the same extent which the undersigned might do.

Executed this 30th day of March ,19 41

SHELL OIL COMPANY

CORP. SEAL

By F. Ellel[illegible]

Vice President

[illegible]

Assistant Secretary

STATE OF ____________ }
County of ____________ } ss.

I, ____________________, Notary Public in and for the State of ____________, do hereby certify that on this ______ day of ____________, 19__, personally appeared before me ____________, known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as h__ free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal the day and year first above mentioned.

NOTARY PUBLIC in and for the State of ____________ residing at ____________

- -

STATE OF California
CITY AND : ss.
COUNTY OF San Francisco

I, [illegible] Notary Public in and for the State of California, do hereby certify that on this 31 day of March, 1941, personally appeared before me F. E. [illegible] known to me to be the Vice President of the corporation which executed the foregoing instrument and acknowledged to me that the executed the foregoing instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that the are authorized so to do, and that the seal affixed is the

SHELL OIL COMPANY

does hereby sell, assign, transfer and confirm to United States Fidelity and Guaranty Company, a corporation, of Baltimore, Maryland, claim in like amount on account of material, provisions, supplies or labor furnished to the contract of HOMER JOHNSON for the construction of State of Oregon Highway Contract 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Highways in Lane County, together with all right, title and interest to enforce collection of the same and receive payment and to give such receipt therefor as may be proper and for all purposes and to the same extent which the undersigned might do.

Executed this 30th day of March, 19 51

SHELL OIL COMPANY,

CORP. SEAL

By F. E. Ellen
Vice President

Assistant Secretary

STATE OF ________ }
County of ________ } ss.

I, ________, Notary Public in and for the State of ________, do hereby certify that on this ________ day of ________, 19__, personally appeared before me ________, known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as h__ free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal the day and year first above mentioned.

NOTARY PUBLIC in and for the State of ________ residing at ________

- -

STATE OF California
CITY AND } ss.
COUNTY OF San Francisco

I, Irene Crespi, Notary Public in and for the State of California, do hereby certify that on this 30 day of March, 1951, personally appeared before me [illegible], known to me to be the Vice President of the corporation which executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized so to do, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and seal the day and year first above mentioned.

Irene Crespi
NOTARY PUBLIC in and for the State of ________ residing at ________

NOTARY PUBLIC
In and for the City and County of San Francisco
State of California
My Commission Expires January 3, 19[illegible]

RECEIPT AND ASSIGNMENT

In consideration of the sum of ONE THOUSAND FIVE HUNDRED AND SIXTY and 00/100 - - Dollars ($1,560.00) paid by the United States Fidelity and Guaranty Company, receipt whereof is hereby acknowledged, BALZER MACHINERY COMPANY does hereby sell, assign, transfer and confirm to United States Fidelity and Guaranty Company, a corporation, of Baltimore, Maryland, claim in like amount on account of material, provisions, supplies or labor furnished to the contract of OREGON STATE HIGHWAY Contract 1121 for the construction of Rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County ________, together with all right, title and interest to enforce collection of the same and receive payment and to give such receipt therefor as may be proper and for all purposes and to the same extent which the undersigned might do.

Executed this 1st day of Apr, 19__

BALZER MACHINERY CO.
By ________ PARTNER

STATE OF Oregon)
) ss.
COUNTY OF Multnomah)

I, ________, Notary Public in and for the State of Oregon, do hereby certify that on this 1st day of ________, 19__, personally appeared before me ________ known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal the day and year first above mentioned.

____
NOTARY PUBLIC in and for the State of Oregon residing at Portland

* *

STATE OF ________)

I, ________ Notary Public in and for the State of ________, do hereby certify that on this ____ day of ________, 19__, personally appeared before me ________ known to me to be the ________ of the corporation which executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to do so, and that the seal affixed is the

BALSER MACHINERY COMPANY

does hereby sell, assign, transfer and confirm to United States Fidelity and Guaranty Company, a corporation, of Baltimore, Maryland, claim in the amount on account of material, provisions, supplies or labor furnished to the contract of OREGON STATE HIGHWAY Contract 1121 for the construction of Rock Production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County, together with all right, title and interest to enforce collection of the same and receive payment and to give such receipt therefor as may be proper and for all purposes and to the same extent which the undersigned might do.

Executed this [illegible] day of [illegible], 19[illegible]

BALSER MACHINERY CO.

STATE OF Oregon)
) ss.
COUNTY OF Multnomah)

I, [illegible], Notary Public in and for the State of [illegible], do hereby certify that on this [illegible] day of [illegible], 19__, personally appeared before me ____ known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal the day and year first above mentioned.

NOTARY PUBLIC in and for the State of [illegible] residing at [illegible]

* *

STATE OF ____)
) ss.
COUNTY OF ____)

I, ____ Notary Public in and for the State of ____, do hereby certify that on this ____ day of ____, 19__, personally appeared before me ____ known to me to be the ____ of the corporation which executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to do so, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and seal the day and year first above mentioned.

NOTARY PUBLIC in and for the State of ____ residing at ____

RECEIPT AND ASSIGNMENT

In consideration of the sum of THREE THOUSAND TWO HUNDRED NINETY ONE AND 14/100 Dollars ($3,291.14) paid by the United States Fidelity and Guaranty Company, receipt whereof is hereby acknowledged, UNION OIL COMPANY OF CALIFORNIA, does hereby sell, assign, transfer and confirm to United States Fidelity and Guaranty Company, a corporation, of Baltimore, Maryland, claim in like amount on account of material, provisions, supplies or labor furnished to the contract of OREGON STATE HIGHWAY CONTRACT #3121 for the construction of rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Dedwood highways in Lane County, together with all right, title and interest to enforce collection of the same and receive payment and to give such receipt therefor as may be proper and for all purposes and to the same extent which the undersigned might do.

Executed this 24th day of April, 1951.

UNION OIL COMPANY OF CALIFORNIA,
By L.B. Houghton
Assistant Treasurer

STATE OF CALIFORNIA)
ss:
COUNTY OF LOS ANGELES)

I, J. M. KUNKEL, Notary Public in and for the State of California, do hereby certify that on this 24th day of April, 1951, personally appeared before me L. B. HOUGHTON, known to me to be the Assistant Treasurer of the corporation which executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to do so, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and seal the day and year first above mentioned.

Notary Public in and for the
State of California, residing
at Los Angeles. My Commission Expires May 8, 1953

x

we have agreed to settle our claim against Mr. Johnson for the sum of 1600.00 - we now have Mr Johnson's check dated 6-10-53 in that amt will get in touch with you within the next few days if we have any more trouble closing this acct.

thank you for your letter

yours truly

P. M. Nielsen

RECEIVED
JUL 1953
FOR FILING

Lewis

20-5208
3121

July 3, 1953

W. Talbot Sinclair, Manager
U.S. Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland, Oregon

Attention: Joseph A. Boyce

Dear Sir:

This is to acknowledge your letter of July 1 concerning final payment on State Highway Contract No. 3121, awarded to Homer G. Johnson for rock production on the Rainrock-Alderwood Park Section of the Siuslaw & Alsea-Deadwood Highways in Lane County.

Our records show that claims have been filed against this contract in the amount of approximately $6,220.00, and to date, we have received no evidence that the claims have been satisfied or adjusted. In view of the unsatisfied claims, we feel that it is necessary to withhold final payment on this contract until we have received evidence that the claims have been cleared up.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAC:mm

cc Karl H. Doerre
1112 Cascade Bldg.
Portland 4, Oregon

Homer G. Johnson
3166 Greeley Ave.,
Portland, Oregon

NOTED ON CARD
7 3 53

UNITED STATES FIDELITY AND GUARANTY COMPANY
W. TALBOT SINCLAIR, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

TELEPHONE: BROADWAY 0464

GEORGE C. BOTTOMS
ASSOCIATE MANAGER
LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

July 1, 1953

REFERENCE TO OUR CLAIM FILE NUMBER
EXPEDITES HANDLING OF CLAIM.

Oregon State Highway Commission
Salem, Oregon

Re-53-S-226
Principal-Homer G. Johnson
Obligee-Oregon State Highway
Commission

Attention: Mr. Herbert Glaisyer

Gentlemen:

It is our understanding that you are ready to pay the retained percentage which has been assigned to this company on monies yet to be paid earned under state Highway Contract No. 3121 by Homer G. Johnson, for whom this company wrote a Surety Bond for this contract.

Pursuant to the assignment, will you please be so kind as to forward the retained percentage payable to this company, to this office, and oblige.

Yours very truly,

Jos. A. Boyce

Jos. A. Boyce
Supt. of Claims

JAB:vm
CC/ Home Office, Surety, Henry C. Hines

RECEIVED

[illegible]

7-1-53

U. S. F. & G.

RECEIVED
JUN 26 1952
FOR FILING

[illegible]

3121

June 24, 1952

Mr. T. Harold Tomlinson
182 South Church Street
Salem, Oregon

Dear Mr, Tomlinson:

Your letter of June 20 addressed to the Secretary of State concerning a certified copy of State Highway Contract 3121 has been forwarded to this office. The claim referred to in the amount of $333.20 appears in our records as having been received February 28, 1951, in the form of a letter from Gordon D. Medford for gasoline and other supplies furnished. This contract, known as rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County, was completed by the contractor, Homer G. Johnson, on April 25, 1950, and accepted by the Commission May 26, 1952.

As requested, we are forwarding by separate mail a certified copy of contract and bond No. 3121.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

T. HAROLD TOMLINSON
ATTORNEY AT LAW
182 SOUTH CHURCH STREET
PHONE 2-2457

SALEM, OREGON

June 20, 1952.

Mr. Earl T. Newbry,
Secretary of State,
Salem, Oregon.

Dear Sir:

Under date of March 28th, 1951, there was forwarded to you on behalf of Camp Indiola, Incorporated at Swisshome, Oregon, a written notice of unpaid claim for materials furnished by one Homer Johnson, under Oregon State Highway Contract #3121. Your attention was further directed to the fact that the bondsman on the above contract was the United States Fidelity & Guaranty Company. This claim has not as yet been paid and we are advised that recently the Oregon State Highway Commission accepted as completed the work under this contract.

Will you please supply us with a certified copy of said contract and bond for our use in perfecting our claim against the bonding company?

I am requesting this as Attorney for and on behalf of Camp Indiola Incorporated of Swisshome, Oregon.

Very truly yours,

T. Harold Tomlinson

THT:h

Referred to Secretary of State

Filing Dept.

SECRETARY OF STATE
RECEIVED
JUN 23 1952
EARL T. NEWBRY

RECEIVED
MAR [illegible] 1952
FOR FILING

20-F[illegible]

3121

Mrs Lewis

March 5, 1952

Mr. C. H. Maison (2)
Manager
Accounting Division
OFFICE

I hand you herewith for delivery to the Secretary of State copy of an assignment given by Homer G. Johnson, contractor for the Rainrock-Alderwood Park Rock Production Project, State Highway Contract No. 3121 of all monies due or to become due him in connection with this job.

You are holding in your safe the final warrant payable to Mr. Johnson in connection with this contract. This warrant should be returned to the Secretary of State along with the attached assignment for alteration to show that the warrant is payable to the order of Homer G. Johnson, assigned to the United States Fidelity & Guaranty Company.

When the Secretary of State returns the warrant, please continue to hold it in your safe until further advised. There are a number of outstanding claims against this job, which must be satisfied before we will release the warrant.

Very truly yours,

Secretary

NOTED ON CARD
[illegible]

HBG:ls

cc: F. A. Query

Mr. Query:

I attach the original of the assignment referred to in the above letter. Please have Mrs. Lewis make the notation on the card and file it in the contract.

HBG

3 25 pm 3rd —

Mr [illegible] [illegible]

[illegible]. Says he is going

to do nothing with

until it comes to him

in the (?) proper manner —

L S

WM. C. RALSTON
ATTORNEY AT LAW
1308 PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON
ATWATER 3308

March 3, 1952

REFERRED TO
Smith
C. H. MASON, Manager
ACCOUNTING DIVISION

Oregon State Highway Commission,
Salem, Oregon.

Attention: Accounting Department.

Gentlemen:

I am enclosing herewith an assignment of Homer G. Johnson of all moneys becoming due under contract #3121, Rainrock-Alderwood Park Rock Production Project, Lane County, Oregon, to the U. S. Fidelity & Guaranty Company. This supersedes a former assignment of Mr. Johnson to The U. S. National Bank of Portland, Oregon, cancelled as of February 25, 1952. Please place this new assignment on file.

Very truly yours,

Wm C Ralston
Wm. C. Ralston

WCR/dp
Enclosure

ANSWERED
H. B. GLAISTER

by postscript to my letter
to Mr Ralston dated March 4, 1952
HBG

NOTED ON CARD
[illegible]-4-52 gl

RECEIVED
MAR [illegible] 1952
FOR FILING

20-8301

3121

March 4, 1952

Mr. Wm. C. Ralston
Attorney at Law
1208 Public Service Building
Portland 4, Oregon

Dear Mr. Ralston:

In your letter of February 29, 1952 you state that Mr. Homer G. Johnson, highway contractor, has agreed to assign to the United States Fidelity & Guaranty Company retained percentages in connection with his contract or contracts with the State of Oregon, and you requested the description and contract numbers of any current contracts which Mr. Johnson is undertaking for the State Highway Commission, particularly, one near the Siuslaw River in Lane County.

The Highway Commission will offer no objections to Mr. Johnson assigning to the United States Fidelity & Guaranty Company monies that are owing to him by the State for highway construction, provided the assignment is in proper form. I enclose several copies of our standard assignment form for his use, and would suggest, in view of the fact that the only monies remaining to be paid to Mr. Johnson relative to his State highway contracts, are retained percentages in connection with Contract No. 3121, that the assignment be worded to cover all monies now due or to become due Mr. Johnson in connection with that job, regardless of the amount.

Contract No. 3121, mentioned above, is described as rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary Highways in Lane County.

We are now holding in this office a warrant in the amount of $2,661.10, which represents payment due under Final Estimate No. 8 in connection with this job. It might be well, in view of the fact that the warrant is ready to be mailed, for Mr. Johnson to ask the Highway Commission in writing to mail the warrant to the United States Fidelity & Guaranty Company, with the understanding that he would endorse it payable to the United States Fidelity & Guaranty Company; otherwise, it would be necessary for us to have the warrant cancelled and a new one issued, assigned to the United States Fidelity & Guaranty Company.

Your wishes in this matter will be respected, but it would simplify matters from our standpoint to follow the latter mentioned procedure. There are no other funds owing to Mr. Johnson from the State Highway Commission at the present time.

For your information, I might add that, according to the Highway Commission's records, several claims, aggregating approximately $6,000 arising out of this job, still remain unpaid, and, of course, the Highway Commission cannot release the above mentioned warrant until the claims have been satisfactorily disposed of.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

P. S. Subsequent to dictating the above letter, there was handed to me your letter of March 3, 1952 transmitting an assignment given by Mr. Johnson to the United States Fidelity & Guaranty Company of all monies due or to become due him in connection with the above mentioned contract no. 3121. This assignment appears to be in order, and we shall be pleased to honor it. Arrangements have been made with the Secretary of State to change the warrant that we are holding, so that it will be payable to Mr. Johnson, assigned to the United States Fidelity & Guaranty Company. Please advise me to whom the warrant should be mailed, giving the name of the representative of the United States Fidelity & Guaranty Company who should receive it and his address.

HBG

WM. C. RALSTON
ATTORNEY AT LAW
1208 PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON
ATWATER 3308

February 29, 1952

Oregon State Highway Commission,
Salem, Oregon.

Attention: Accounting Department.

Gentlemen:

I represent the United States Fidelity & Guaranty Company who have bonded Homer G. Johnson on one or more highway contracts. Mr. Johnson has agreed to give United States Fidelity & Guaranty Co. an assignment of retained percentages on his contract or contracts. Will you kindly advise the proper title and number of any current contracts of Homer G. Johnson with the State Highway Commission, particularly one near the Siuslaw River in Lane County.

Very truly yours,

Wm C. Ralston

Wm. C. Ralston

WCR/dp

ANSWERED
H. B. GLAISYER

[redacted]

3/31 - boarding, around Ext. 8 fence $2661.10

[redacted]

RECEIVED
MAR [illegible] 1952
FOR FILING

20 - 830x

3121

Salem, Oregon
March 4, 1952

Mr. C. H. Maison, Manager
Accounting Division
Building

Dear Mr. Maison:

Attached is a copy of a letter from the United States National Bank of Portland in which they state that they no longer have any interest in funds due Homer G. Johnson, Contract No. 3121. Although their assignment has been fulfilled, we still cannot release warrants being held on this contract as there still remains a number of unsatisfied claims.

Very truly yours

Secretary

FAQ:md
Attach.

FOR FILING

28-8308
3121

COPY FOR MR. Williams
From H. B. Glaisyer, Secretary

HEAD OFFICE

THE UNITED STATES NATIONAL BANK

of Portland 8, Oregon

Cable Address:
"Unitbank"

February 25, 1952

NOTED
W. C. WILLIAMS

Oregon State Highway Commission,
Salem,
Oregon

Attention: Accounting Department

Gentlemen:

We have heretofore held an assignment of money due Homer G. Johnson on Contract No. 3121 Rain Rock-Alderwood Park Rock Production Project in Lane County. This is to inform you that we no longer claim any interest in funds due from that contract and that payment of any balance is to be subject to the order of Mr. Johnson.

Yours truly,

/s/ E. S. McClain
Asst. Vice President

ESM:vbb

CC: Mr. Homer G. Johnson

COPY

RECEIVED
MAR 4 1952
FOR FILING

20-8308

3121

Miss Lewis

February 28, 1952

United State National Bank of Portland

Portland 8, Oregon

Attention: Mr. E. S. McClain
Assistant Vice President

Gentlemen:

We acknowledge with thanks your letter of February 25 in which you state that your bank no longer has any claim or interest in funds due Homer G. Johnson on Contract No. 3121.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-2 [illegible]

RECEIVED
MAR 1 1952
FOR FILING.

20-8308

3121

February 28, 1952

United States Fidelity and Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Attention: Mr. W. Talbot Sinclair, Manager

Gentlemen:

We have received a letter from the United States National Bank in Portland in which they write as follows:

> We have heretofore held an assignment of money due Homer G. Johnson on Contract No. 3121 Rain Rock-Alderwood Park Rock Production Project in Lane County. This is to inform you that we no longer claim any interest in funds due from that contract and that payment of any balance is to be subject to the order of Mr. Johnson.

This information is passed on to your Company inasmuch as it appears as surety on the bond furnished with Contract No. 3121.

Mrs Lewis:- please bring me your card for this job.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

20-8308

3121

Mrs Lewis
check your card record
Klamath co
JR

April 5, 1951

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: E. T. Lynch, Manager

Gentlemen:

We have your letter of April 4 concerning our letter of April 3 regarding a claim filed by Gordon Medford against Homer Johnson on State Highway Contract 3121. You are correct in assuming that the United Pacific Insurance Company does not have any interest in this contract or claim. The letter was inadvertently addressed to the United Pacific Insurance Company rather than the United States Fidelity and Guaranty Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Mr. L. Reilly
Cascade Building
Portland 4, Oregon

Mr. Homer O. Johnson
3166 North Greeley Avenue
Portland, Oregon

April 5, 1951

United States Fidelity and Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Attention: Mr. W. Talbot Sinclair
Manager

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Gordon Medford, Manager of Camp Indiola at Swisshome, Oregon, in the amount of $333.80. The claim is for gasoline furnished to Mr. Johnson in connection with his operations on State Highway Contract No. 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County. Mr. Medford had previously filed a claim in this office for the same amount concerning which you were notified on March 5.

This information is provided as the United States Fidelity and Guaranty Company appears as surety on the performance bond provided with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING

PORTLAND 4, OREGON

April 4, 1951

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

This office is in receipt of a copy of your letter of April 3 addressed to our Seattle Office wherein you transmitted a copy of a claim filed with the Secretary of State by Gordon Medford, manager of Camp Indiola at Swisshome, Oregon in the amount of $333.80. You further advised this claim was for gasoline furnished to Mr. Homer Johnson in connection with his operations on State Highway Contract No. 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County.

We do not seem to have any record of this contract or bond having been underwritten by this company. However, we note in the second paragraph of your letter you stated this information is provided as the United States Fidelity and Guaranty Company appears as surety on the performance bond provided with the contract. We are inclined to believe that your letter was intended for the United States Fidelity and Guaranty Company.

If your records show that the United Pacific Insurance Company is involved in this claim and contract in any way, we should appreciate your advices.

Yours very truly

E. T. Lynch

ETL:lg

E. T. Lynch, Manager
Fidelity and Surety Department

AUTOMOBILE --- FIDELITY & SURETY --- BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE --- PLATE GLASS --- GROUP DISABILITY

IVED
APR 9 - 1951
FOR FILING

Mrs Lewis

April 3, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Gordon Medford, Manager of Camp Indiola at Swisshome, Oregon, in the amount of $333.80. The claim is for gasoline furnished to Mr. Johnson in connection with his operations on State Highway Contract No. 3121 for rock production on the Rainrock - Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County. Mr. Medford had previously filed a claim in this office for the same amount concerning which you were notified on March 5.

This information is provided as the United States Fidelity and Guaranty Company appears as surety on the performance bond provided with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Mr. L. Reilly
Cascade Building
Portland 4, Oregon

Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

Camp Indiola
Swisshome, Oregon.

March 28, 1951.

To: State of Oregon and/or
Oregon State Highway Commission
Salem, Oregon.

Notice is hereby given that Camp Indiola has a claim for gasoline furnished in the sum of $333.80 (Three Hundred Thirty-three and 80/100 Dollars) against the Bond taken from Homer Johnson, principal, with United States Fidelity and Guaranty Company, surety, (State Highway Contract #3121) for the work of rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Highways in Lane County.

Camp Indiola

By: Gordon Medford

Manager

Endorsed:
File No. 5275
Filed MAR 30, 1951
EARL T. NEWBRY, Secretary of State

Camp Indiola
Swisshome, Oregon.
March 28, 1951.

Earl T. Newbry,
Secretary of State,
Salem, Oregon.

Dear Sir:

In accordance with Section 98-101 OCLA we herewith inclose to you written notice of unpaid claim for gasoline furnished to one Homer Johnson, under State Highway Contract #3121, covering rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County, Oregon.

We are advised that the bondsman on the above contract is the United States Fidelity & Guaranty Company.

COPY

Very truly yours,

CAMP INDIOLA

By: Gordon Mulford

THT:h
cc Oregon State Highway

RECEIVED
[illegible] 1951
OREGON
STATE HIGHWAY COMMISSION

Camp Indiola
Swisshome, Oregon.

March 28, 1951.

To: State of Oregon and/or
Oregon State Highway Commission
Salem, Oregon.

Notice is hereby given that Camp Indiola has a claim for gasoline furnished in the sum of $333.80 (Three Hundred Thirty-three and 80/100 Dollars) against the Bond taken from Homer Johnson, principal, with United States Fidelity and Guaranty Company, surety, (State Highway Contract #3121) for the work of rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County.

Camp Indiola

Gordon Medford

By:

Manager

RECEIVED
APR 5 - 1951
FOR FILING

20-8308
3121

Mrs Lewis

April 3, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of March 30 to which was attached three copies of a claim filed with your office by Gordon Medford, Manager of Camp Indiola at Swisshome, against Homer Johnson in the sum of $333.80.

The claim is for gasoline furnished to Mr. Johnson in connection with his operations on State Highway Contract No. 3121 and bears your file No. 3275.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 30, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We have received from Gordon Medford, Manager, Swisshome, Oregon, a notice of claim by CAMP INDIOLA, for gasoline furnished in the sum of $333.80, against the bond taken from Homer Johnson, principal, with United States Fidelity and Guaranty Company, surety, for the work of rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Dead wood highways in Lane County.

(State Highway Contract #3121)
Our File No. 3275

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State.

N:Fb
Enc

RECEIVED
[illegible] 1951
[illegible]
STATE HIGHWAY COMMISSION

[illegible]

4-2-51

RECEIVED
MAR 8
FOR FILING

W.O. Lewis

20-8308

3121

March 5, 1951

Mr. Gordon D. Medford, Manager
Camp Indiola
Swisshome, Oregon

Dear Mr. Medford:

We have your letter of February 28 in which you advise that Homer G. Johnson owes you $333.80 for gasoline furnished for his trucks prior to April 26, 1950. It appears that your claim may be in connection with State Highway Contract 3121 awarded to Homer Johnson for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highwys in Lane County. This contract was completed on April 25, 1950, but to date has not been accepted by the Commission.

The United State Fidelity and Guaranty Company furnished the performance bond with this contract which assures completion of the project and payment of all bills incurred in connection with the job.

If you wish to protect your claim for a period longer than six months following completion and acceptance of the contract it is suggested that you file your claim with the Secretary of State. Enclosed is an excerpt from the Oregon Laws outlining the necessary procedure.

Your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
3-5-51

Camp Indiola
Swisshome, Oregon

February 28, 1951

Mr. H. B. Glaisyer
State Highway Department
State Office Building
Salem, Oregon

5121

Dear Mr. Glaisyer:

Homer G. Johnson purchased gasoline from Camp Indiola located on Lake Creek near Swisshome, Oregon. The gasoline was used by his trucks when he was stock piling gravel for the State Highway in 1949 and 1950.

Mr. Johnson has not paid for the gasoline we furnished him for this job. We have written him repeatedly but he ignores our letters.

The balance due on this account is $333.80, which has been past due since April 26, 1950.

We will appreciate anything you can do to see that Mr. Johnson pays this bill at an early date.

Thank you very kindly for your efforts in our behalf.

Yours very truly,

Gordon D Medford

Gordon D. Medford, Manager
Camp Indiola

RECEIVED
[illegible] 1951
OREGON
STATE HIGHWAY COMMISSION

GDM:ejd

RECEIVED
MAR 8 1951
FOR FILING

Mrs Lewis

20-8308
3121

March 5, 1951

United States Fidelity and Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

We have received a letter from Mr. Gordon D. Medford, Manager of Camp Indiola, Swisshome, advising that Mr. Johnson owes him $333.80 for gasoline furnished his trucks while stockpiling gravel for the State Highway in the vicinity of Swisshome. He states that this amount has been past due since April 26, 1950.

From the information provided us, it appears that this claim is in connection with State Highway Contract 3121 awarded to Homer G. Johnson for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County.

This information is provided as your company appears as surety on the performance bond which was furnished in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

[illegible]

RECEIVED
2 - 1951
FOR FILING

20-8208

3121

mr Lewis

March 1, 1951

Mr. E. S. McClain
Assistant Vice President
U. S. National Bank of Portland
Portland 8, Oregon

Dear Mr. McClain:

Reference is made to your letter of February 19, 1951, directed to Mr. C. F. Smith, Accounting Division, Oregon State Highway Department, concerning payments to Homer G. Johnson, contractor, in connection with state highway contract No. 3121 awarded to Mr. Johnson for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County.

In your letter you mention an assignment given by Mr. Johnson to the U. S. National Bank of Portland on October 17, 1949, of available proceeds of this job. Our records disclose that such an assignment was given and was honored by the State Highway Commission, subject to the condition that it does not apply to retained percentages. This condition was imposed by the Surety on Mr. Johnson's bond, and of course we had no alternative but to accept it.

Our records disclose that this job was completed by the contractor in April, 1950, but it has not as yet been accepted by the Highway Commission due to certain clean-up work that Mr. Johnson has not yet completed. The records also disclose that on May 26, 1950, we released to the contractor and to the U. S. National Bank warrants covering payment for work done by Mr. Johnson during the preceding month. Because of the bank's assignment, the payment was split. The bank received $10,910.80 by voucher that was numbered No. 7, and Mr. Johnson received $3,945.04, which represented a portion of the retained percentage. The amount remaining yet to be paid, all of which is retained percentage, totals $2,661.10. The assignment does not apply to this payment which cannot be released until the Highway Commission has formally accepted the contract, and until claims on record in this office against the job have been satisfied. There are several claims, as follows:

> Shell Oil Company - for petroleum products - $2,486.71.
>
> T. M. Nielson - in the amount of $1,800.00. We are not advised as to what this claim covers.
>
> Balzer Machinery Company - for rental of equipment - in the amount of $1,606.67.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:da
cc: M. H. Hawke
(Attn. Carl Smith)
U. S. Fidelity and Guaranty Co.
McCollister & Company
Floyd Query

Mr. Hawke:

Please note my letter to Mr. McClain in which I have advised him of the status of payment to Homer Johnson. Note that there are three good-sized claims still outstanding insofar as our records disclose. Please do not release the final payment to Mr. Johnson until these claims have been satisfied, notwithstanding the project in the meantime may have been accepted by the State Highway Commission.

Secretary

FILED ON CARD
3-1-57

FOR FI

HEAD OFFICE
THE UNITED STATES NATIONAL BANK
OF PORTLAND 8, OREGON

CABLE ADDRESS:
"UNITBANK"

20-8308

3121

February 19, 1951

Re: Homer G. Johnson
Contract 3121
Rainrock-Alderwood Park

Oregon State Highway Commission,
Salem, Oregon

Attention: Mr. C. F. Smith,
Accounting Division

Gentlemen:

We believe you still have in file assignment completed October 17, 1949, of the available proceeds of this job, favoring the bank as assignee. We understand the job has not yet been accepted and would appreciate being advised as to what amounts are indicated yet to be due Mr. Johnson and how much of said money consists of retained percentages.

Yours truly,

E. S. McClain
Assistant Vice President

ESM:vbb

REFERRED TO
[illegible]
BY SECRETARY

Let me see the file
&
get me data for reply

ANSWERED
H. B. GLAISYER
3-22-51

Contract 3121 - Fane Co.

Amount not yet paid, total 2661.10
all of which is retained %

Final estimate prepared 5/15/50 shows final payment in the amount of $2661.10 (not paid yet as contract not accepted)

Job not accepted because lumbers not removed

all retained %

est No. 7A - S.F. $3945.04 - check mailed, 5/26/50 vu 7952

Final vou 10642

no 7 ~~[illegible]~~ — $10,910.80 assigned to bank.

work up to april 25
split estimate 7 & 7A

RECEIVED
FEB 8 1951
FOR FILING

20-8302

3121

Mrs Lewis

February 1, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 31 to which was attached three copies of a claim filed with your office by Balzer Machinery Company against Homer G. Johnson. The claim which is in the sum of $1,606.67 is for rental of equipment furnished Mr. Johnson on State Highway Contract No. 3121, your file No. 3267.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 31, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Balzer Machinery Company and filed as of this date a notice of claim for equipment furnished against the bond taken from Homer G. Johnson, principal, and the United States Fidelity & Guaranty Company, surety for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County, Oregon, The amount of the claim is $1606.67. Highway Contract No. 3121, our file No. 3267.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
2-1-51

Mrs Sims

February 1, 1951

United States Fidelity & Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Balzer Machinery Company, 2136 Southeast Eighth Avenue, Portland 14, in the amount of $1,606.67. The claim is for rental of equipment furnished Mr. Johnson in connection with his work on State Highway Contract No. 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County.

This information is provided as the United States Fidelity and Guaranty Company appears as surety on the performance bond provided with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD

BALZER MACHINERY CO.
2136 S.E. Eighth Avenue, Portland 14, Oregon - Phone EA. 2143

January 30, 1951

R. L. Balzer
Partner
J. M. Allen
Manager

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, the Balzer Machinery Company of Portland, Oregon has a claim for furnishing rental of rock crusher and diesel engine against the bond taken from Homer G. Johnson, 3166 North Greeley Avenue, Portland, Oregon and the United States Fidelity & Guaranty Company on State Highway Commission Contract No. 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County, Oregon. The amount of our claim is $1606.67.

Respectfully yours,

BALZER MACHINERY COMPANY

Per:
R. L. BALZER
R. L. Balzer, Partner

Subscribed and sworn to before me, this 30th day

of January A. D. 1951.

Notary Public for Oregon
O. S. Sharp
My Commission Expires: Aug. 24-1951 (Notarial Seal)

cc/ Oregon State Highway Department

Endorsed:
File No. 3267
FILED JAN. 31, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN [illegible] - 1951
FOR FILING

20-8308

3121

OREGON STATE HIGHWAY COMMISSION

Salem, Oregon
January 3, 1951

Mr. J. M. Devers

Some time back you wrote to me relative to a claim against Homer G. Johnson on his Contract No. 3121, which was a rock production project.

Mr. Johnson completed Contract No. 3121 in so far as the crushing of materials was concerned on April 25, 1950. He did not remove his rock bunkers from the quarry site, and a small percentage has been withheld from his final estimate and final acceptance of the project is being withheld pending removal of said bunkers in accordance with contract specifications.

Under the above conditions, it does not appear that the six months' period of the bond retention has yet begun to run.

W. C. Williams

WCW:me

FORM E-30 35M 8-50 48290

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 24, 1950

SUBJECT:

To: Mr. R. H. Baldock

NOTED
W. C. WILLIAMS

I have a request for information concerning the Homer G. Johnson contract #3121. I believe the job was a rock production job near Junction City. The attorney who has written and made the request has a claim against Homer G. Johnson and he wanted to know when the six months period would begin to run with respect to the filing of notices of claims.

I made inquiry and I am told that the job was completed April 25, 1950, but that the Commission has not yet accepted the job. I have also told him that I anticipate that the matter will be before the Commission for acceptance at its next meeting, and if the job is accepted the minutes will so show and the six months period will then begin to run.

J. M. Devers
J. M. DEVERS

JMD:jk

RECEIVED
SEP 28 1950
FOR FILING

20-8308

3121

Alles-Lewis

September 26, 1950

Mr. T. M. Nielson
Deadwood, Oregon

Dear Mr. Nielson:

We have a note from Mr. S. H. Probert, Office Engineer advising us that you have a claim in the amount of $1,800 against Homer G. Johnson in connection with State Highway Contract 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways.

The contractor is required in each contract to provide a performance bond for the full amount of the contract. This bond not only assures completion of the work but also payment of claims incurred in connection with the contract. The United States Fidelity and Guaranty Company provided the bond in the above contract and their agent in this instance is L. Reilly, 1112 Cascade Building, Portland 4.

The contract was completed April 25, 1950, but to date has not been accepted by the Commission nor has final payment been made to the contractor.

Your claim as we have received it will be noted in our records and we will advise the surety and the contractor that it has been received.

If you wish to protect your claim for a period longer than six months following completion and acceptance of the contract it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlingin the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

9-26-50, gk

Mrs Lewis

September 26, 1950

United States Fidelity and Guaranty Company
1152 Cascade Building
Portland 4, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

We have been advised that Mr. T. M. Nielson of Deadwood, Oregon, has a claim in the sum of $1,800 against Homer G. Johnson on State Highway Contract 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood highways in Lane County. The only information we have concerning the claim is the amount. We do not have the dates in which it was incurred or how it was incurred.

This information is furnished as the United States Fidelity and Guaranty Company appears as surety on the bond furnished in connection with Contract 3121.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

[illegible] ON CARD
9-26-50, gC

Floyd Emery

T. M. Nielson
Deadwood.

Has claim for $1,800. against Homer Johnson on Contract 3121.

Wants information re filing claim.

9-26-50, gl

RECEIVED
21 1950
FOR FILING

20-8308

3121

Mrs Lewis

September 20, 1950

United States Fidelity and Guaranty Company
1112 Cascade Building
Portland 4, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Shell Oil Company against Homer G. Johnson. This claim is in the sum of $2,436.71 for petroleum products delivered to the contractor in connection with his work on State Highway Contract 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary highways.

This information is provided as the United States Fidelity and Guaranty Company appears as surety on the bond executed in connection with Contract 3121.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 9/19
Attach.

cc - Mr. Homer G. Johnson
3166 North Gresley Avenue
Portland, Oregon

NOTED ON CARD
9-20-50, ge

COPY

SHELL OIL COMPANY

1220 S. W. Morrison Street
Portland 5, Oregon

Telephone
Atwater 7321

September 12, 1950

SECRETARY OF STATE
Salem, Oregon

Dear Sir:

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of Two Thousand Four Hundred Eighty-Six and 71/100 ($2,486.71) Dollars against the bond taken from Homer G. Johnson, as principal, and United States Fidelity And Guaranty Company, as surety, for the work of rock production on Road No. 34, Siuslaw and 201, Alsea-Deadwood secondary highway - Rainrock-Alderwood Park Section in Lane County, Oregon State Highway Project No. 3121.

Said Claim is for petroleum products delivered to Homer G. Johnson in the construction of said above described job.

In the event said Claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims the sum of Five Hundred and 00/100 ($500.00) Dollars as attorney's fees and costs.

Dated this 12th day of September, 1950.

SHELL OIL COMPANY

By R. H. FORBES

State of Oregon)
County of Multnomah) ss

R. H. Forbes, being sworn upon oath, deposes and says: that the above statement and claim is just, true and correct; that the labor or material therein charged was actually rendered or furnished as therein stated and that no part of the same has been paid, and the labor or material therein charged was for the benefit of said principal and sureties and the State of Oregon.

R. H. FORBES

Subscribed and sworn to before me
this 12th day of September, 1950.

Virginia Alexander
Notary Public for Oregon
(Notarial Seal) My Commission Expires July 17, 1954

cc- Mr. Homer G. Johnson, 3166 N. Greeley, Portland 12, Oregon
United States Fidelity And Guaranty Company, c/o Mr. L. Rielly, Cascade Building,
Portland 4, Oregon

Eugene District Office

Endorsed
File No. 3229
Filed SEP 13 1950
EARL T. NEWBRY
Secretary of State

RECEIVED
SEP 21 1950
FOR FILING

20-8308

3121

3121 [illegible]

[illegible]

September 20, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of September 14 to which was attached three copies of a claim filed with your office by the Shell Oil Company against Homer G. Johnson in the sum of $2,486.71.

This claim is for petroleum products delivered to the contractor in connection with his operations on State Highway Contract No. 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary highways in Lane County. This claim bears your file No. 3229.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 9/19

NOTED ON CARD

9-20-50 JF

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 14, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Shell Oil Company and filed as of Sept. 13th, a notice of claim by Shell Oil Company for petroleum products furnished in the amount of $2,486.71, against the bond taken from Homer G. Johnson, principal, and United States Fidelity and Guaranty Company surety, for work of rock production on Road No. 34, Siuslaw and 201, Alsea-Deadwood Secondary highway-Rainrock-Alderwood Park Section in Lane County, Oregon State Highway Project No. 3121, our file No. 3229.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
SEP 15 1950
OREGON
STATE HIGHWAY COMMISSION

[illegible]

9-20-50, gl

RECEIVED
JUN 19 1950
FOR FILING

2-5308

2121

June 19, 1950

Mr. Homer Johnson
3166 Greeley
Portland 12, Oregon

Dear Sir:

I am advised by the Resident Engineer that nothing has been done concerning the removal of your bunkers from the Cape Horn quarry used on the Rainrock-Alderwood Park Section in spite of the letters and oral discussion of the matter.

A project cannot be accepted as completed nor final payment made thereon until the State's property is satisfactorily cleaned up and all equipment removed therefrom.

This letter is to request that you take immediate steps to complete your contract obligations.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. K. B. Lytle

(hi)

RECEIVED
JUN 9 1950
FOR FILING

[illegible]

3121

[illegible]

June 7, 1950

Mr. Homer O. Johnson
3166 N. Greeley Ave.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on May 26, 1950, had under discussion your request for an extension of time of 90 days, from January 30 to May 1, 1950, within which to complete your contract No. 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary Highways in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

J. C. Chapman,
Resident Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
JUN 6 1950
FOR FILING

20-8308
3121

June 6, 1950

W. Talbot Sinclair, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3121, for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary Highways in Lane County, has been completed by the contractor, Homer G. Johnson, and that final payment in the amount of $2,661.10 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $90,529.74, and that no force account work was performed on the project. This contract was completed on April 25, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. A. Bjorklund, Manager
United States Fidelity & Guaranty Co.
221 Kearns Building
Salt Lake City 8, Utah

L. Reilly

NOTED ON CARD

6-6-50 g

RECEIVED
MAY 16 1950
FOR FILING

[illegible]
3121

May 16, 1950

Request for extension of time
No. 5
May 25 and 26 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Harry G. Johnson for an extension of time on Contract No. 3121, Rainrock-Alderwood Park Section, Siuslaw and Alsea-Deadwood Highways, from January 30, 1950 to May 1, 1950.

During the extremely bad weather between December 20, 1949 and February 25, 1950 the contractor was unable to operate. The highway was saved from considerable damage by virtue of his not hauling over it during that period.

The extra time needed by the contractor did not inconvenience the State, and I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

me

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
FOR FILING

20-8308
3121

May 12, 1950

W. Talbot Sinclair, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Dear Sir:

You are advised of the intention of the State Highway Commission to make semi-final payment to Homer G. Johnson, assigned to The United States National Bank of Portland, on contract No. 3121, for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary Highway in Lane County. This payment, in the amount of $3,945.04, will be made on or after May 22, 1950. The retained percentage is $2,717.59.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. A. Bjorklund, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

L. Reilly, Agent
Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
5-12-50, gl

RECEIVED
MAY 11 1950
FOR FILING

20-2308

3121

May 10, 1950

Mr. Homer G. Johnson
3166 Greeley
Portland 12, Oregon

Dear Sir:

Mr. Chapman has forwarded me your request that you be permitted to leave your bunkers on the Rainrock-Alderwood Park job which you have just completed. The reason stated is that you have left several thousand yards shot down in the quarry and might move back a small plant to crush it.

We cannot permit this for several reasons and request that you remove your bunkers immediately. We have had several meetings with the Associated General Contractors relative to the expediting of final estimates, and one of the major reasons that final payments cannot be made promptly is because of requests such as this.

We operate this quarry under a permit from the Forest Service, which is very particular about the appearance of the site and requires that it be cleaned up immediately after the completion. In addition, the Forest Service has reserved the right to permit the production of rock for logging roads in the adjacent areas, and if your bunkers were on the property, it would delay the award of other contracts which the Forest Service might wish to let; therefore, we must request that you remove the bunkers immediately.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. K. D. Lytle
Mr. J. C. Chapman

HBG:

hi

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 6, 1950

Section Rainrock - Alderwood Park

Kind of work Rock Production

Highway Siuslaw

Section prefix 20 - 8308

Contractor Homer G. Johnson

Contract number 3121

Date of Contract April 11, 1949

Date of completion Sept. 30, 1949

Date work started July 14, 1949

Estimated date of completion April 25, 1950

Amount of contract $ 88,835.00

Per cent of time elapsed 390/172 227 %

Estimated cost of completed project, exclusive of engineering $89,539.95

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 5,275, 5.9 %

Date project was completed April 25, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate was completed and mailed to Roseburg Friday.

Chapman and Worth drove to Cape Horn quarry Tuesday. Clean up of the site was completed except for two bunkers with trestles for belt elevators, Which were left in place. The Contractor wants to leave the bunkers so that he can mpve back in and crush out shot rock remaining in quarry. This request was referred to H.G.Smith.

NOTED
E. M. BOOTH

Signed J C Chapman

Address 2141 E. 1[illegible]th St. Eugene, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			24,000		
Estimated quantities moved or placed to date			24,270.7		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..................County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels............, Power graders............, Rollers............, Mixers............, Crushing or screening plants............

Compressors............, Bulldozers............, Sheep-foot rollers............, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
MAY 8 - 1950
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JAN 18 1950
FOR FILING

20-8308

3121

January 17, 1950

1648

Mr. Homer G. Johnson
General Contractor
3156 N. Greeley Avenue
Portland 12, Oregon

Dear Sir:

I have no objections to suspension of work from December 22 until suitable weather. I will also recommend to commission extension of time if such extension becomes necessary.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

ASSIGNMENT

e: 1-16-50

No. 1698

B . 4C 4

Description: Homer G. Johnson's letter of 1-14-50 re extension of time to Jan. 30, 1950 on Contract #3131—Rainrock-Alderwood Park Section

3121

Acknowledged by _ _ _ _ _ Referred to _ _ H. G. Smith ✓ _ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XX Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature
_ _

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _ _

Remarks: 1-17-50 me

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

HOMER G. JOHNSON
GENERAL CONTRACTOR

HOME OFFICE
3166 N. GREELEY AVENUE
PORTLAND 12, OREGON

TELEPHONE
TRINITY 0235

January 14, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

State Highway Commission
Salem, Oregon.

Attention Mr. Herbert Glaisyer, Sec'y.
RE: Contract #3131
Rainrock-Alderwood Park Section.

Dear Sir:

I am in receipt of your letter advising that the Commission granted an extension of time to Jan. 30, 1950, as requested for the completion of the above contract, for which I wish to extend my thanks.

While this request was under consideration, due to weather conditions the work was closed down on Dec. 22nd. As the weather is not yet satisfactory to proceed with the work, I request that your Engineering Department give me a close-down order effective Dec. 22nd, and hold back the green light until weather conditions are favorable to proceed. I think it will be possible to complete the contract within the time allotted.

Trusting this request will be granted, I remain,

Yours very truly,

Homer G. Johnson
Homer G. Johnson

cc
J. C. Chapman, Resident Engineer,
Eugene, Oregon.
K. D. Lytle, Division Engineer,
Roseburg, Oregon.

NOTED
W. C. WILLIAMS

RECEIVED
[illegible]
FOR FILING

20-8308

3121

January 9, 1950

Mr. Homer G. Johnson
3166 N. Greeley Ave.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion your request for an extension of time of 122 days, from September 30, 1949 to January 30, 1950, within which to complete your contract No. 3121 for rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: K. D. Lytle,
Division Engineer

H. G. Smith

NOTED ON CARD
1-9-50 g l

RECEIVED
DEC 13 1949
FOR FILING

20-8308

3121

December 8, 1949

Request for extension of time
No. 15
December 19 and 20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Homer G. Johnson for an extension of time on Contract No. 3121, Rainrock-Alderwood Park Rock Production Project, from September 30, 1949 to January 30, 1950.

The Highway Department will have no use for the material until the start of the 1950 oiling season, and I would therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc W. C. Williams
H. G. Smith

hi

RECEIVED
OCT 26 1949
FOR FILING

20-3308

3121

Mrs Lewis

October 24, 1949

J. E. Beeson, Attorney-in-fact
United States Fidelity & Guaranty Co.
c/o McAllister & Company, General Agents
310 Central Building
Seattle 4, Washington

Dear Mr. Beeson:

This acknowledges your letter of October 21, 1949, in which you consent to the assignment given by Homer O. Johnson, to the United States National Bank of Portland, of all monies due him from the State of Oregon in connection with Contract No. 3121, for furnishing crushed rock on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary Highways in Lane County, such consent being without prejudice to the bond. We note that it does not apply to retained percentages.

In view of your letter, we are pleased to honor the assignment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:ts

cc - Homer O. Johnson
cc - U. S. Nat'l. Bank of Portland
cc - R. H. Hawke (2)
cc - F. A. Query

Mr. Hawke: I attach an executed copy of the assignment referred to above. I also attach a copy of the letter from the surety company consenting to the assignment. You will note that the assignment does not apply to retained percentages.

Mr. Query: Attached is an original of the assignment and theoriginal of the surety's consent. Please file both in the contract and file a copy of the surety's letter in the general files with notation where the original may be found.

NOTED ON CARD
10-24-49 gk

OPY

McCOLLISTER & COMPANY
General Agents

300 Central Building
Seattle 4, Wash.

October 21, 1949

Oregon State Highway Commission
Salem
Oregon

Re: Homer G. Johnson, Contract No. 3121

Attention: Mr. H. B. Glaisyer, Secretary

Dear Sir:

This is to advise that the undersigned as surety for the above contract hereby give our consent to the assignment of any monies due on earned estimates to Homer G. Johnson on Contract No. 3121 to the United States National Bank of Portland, Oregon.

This, of course, will not apply to retained percentage. We also wish to advise that this consent is without prejudice to the surety bond indemnifying said contract.

Yours very truly,

UNITED STATES FIDELITY AND GUARANTY COMPANY

By J. C. Beeson

J. C. Beeson, Attorney-in-fact

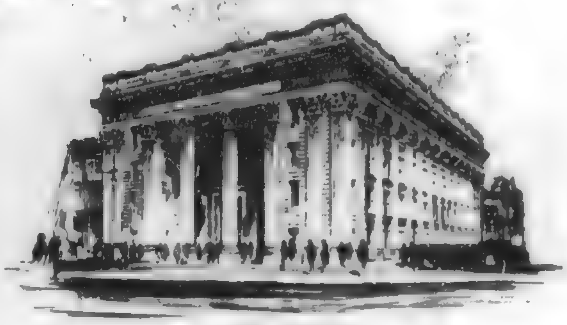
JCB:weh

cc - United States National Bank of Portland

Original of this letter is filed in contract #3121.

NOTED ON CARD

10-24-49, gl



HEAD OFFICE
PORTLAND 8

HEAD OFFICE
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON
ESTABLISHED 1891

CABLE ADDRESS:
"UNITBANK"

October 18, 1949

Oregon State Highway Commission,
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

We are pleased now to be able to enclose an executed original and duplicate of an assignment completed by Homer G. Johnson of money to become due on Contract No. 3121, described as the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary Highway in Lane County, Oregon.

It is intended by this assignment to authorize payment of estimates as earned to this bank. We are sending a copy of this assignment to the surety company, with the request that they write to you, giving approval.

Yours very truly,

E. S. McClain
Assistant Vice President

ESM:vbb

NOTED
H. B. GLAISYER

CC: McCollister & Company
Att: J. C. Beeson

Carl S. Smith, Acct. Div.
State Highway Commission

Homer G. Johnson

RECEIVED
OCT 19 1949
OREGON
STATE HIGHWAY COMMISSION

THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

October 18, 1949

McCollister & Company,
300 Central Building,
Seattle, Washington

Attention: Mr. J. C. Beeson

Gentlemen:

We enclose a copy of our letter of today addressed to the Oregon State Highway Commission, together with an executed copy of an assignment completed by Homer G. Johnson pertaining to monies due on the Railrock-Alderwood Park job in Lane County.

It is our intention on this assignment to control estimates as they are earned, and we expressly waive any interest in retainage. It would be appreciated if you will write to the State Highway Commission, giving your consent to the assignment under these conditions.

Yours very truly,

E. S. McClain
Assistant Vice President

ESM:vbb

NOTED
H. B. GLAISYER

RECEIVED
OCT 19 1949
OREGON
HIGHWAY COMMISSION

c: H. B. Glaisyer, Secr.
State Highway Commission

Homer G. Johnson

107

RECEIVED
APR 29
FOR FILING

20-8308

3121

April 29, 1949

Mr. Homer G. Johnson
3166 N. Greeley Ave.
Portland, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3121, which was awarded to you on April 11, 1949 by the State Highway Commission, covering rock production on the Rainrock-Alderwood Park Section of the Siuslaw and Alsea-Deadwood Secondary Highway in Lane County. This copy is for your records and files.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

l
encl. 1

Received

RECEIVED
APR 14 1949
FOR FILING

20-8308

3121

April 14, 1949

Mr. Homer G. Johnson
3166 N. Greeley
Portland 12, Oregon

Dear Sir:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for Rock Production on the Siuslaw and Alsea-Deadwood Highways, in Lane County. This award was based on your low bid of $88,835 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert

20-3413 Deadwood Buildings. 1949

#3122

RECEIVED
NOV 25 1949
FOR FILING

20-3415

3122

November 23, 1949

United States Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3122, covering construction of maintenance buildings at Deadwood in Lane County, has been completed by the contractor, Gilbert Roberts, and that final payment in the amount of $2,544.89 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existense of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $24,302.75, and that no force account work was performed on the project. This contract was completed on October 22, 1949 but has not as yet been accepted by the Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Robert P. Dawson
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD

11-23-49

RECEIVED
MAY 13 1949
FOR FILING

3a-3418

3122

May 13, 1949

Mr. Gilbert Roberts
Route 2, Box 116
Hood River, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3122, which was awarded to you on April 11, 1949 by the State Highway Commission, covering Deadwood Maintenance Station Buildings in Lane County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 14 1949
FOR FILING

20-3413

3122

April 14, 1949

Mr. Gilbert Roberts
Route 2, Box 116
Hood River, Oregon

Dear Sir:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for the Deadwood Buildings near Deadwood on the Siuslaw Highway, in Lane County. This award was based on your low bid of $24,087 on Alternate "A" frame construction, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc: S. H. Probert

20-4213 Paint Structural Steel on 1949
Following bridges:
Harrisburg, Springfield, Creswell,
#3123 & Eastside.

RECEIVED
FOR FILING

20-4213

Files

OREGON STATE HIGHWAY COMMISSION

May 31, 1950
(Date)

3123	8-final	O. & S. Painters
(Contract No.)	(Est. No.)	(Contractor)

Vcu. No:	Warrant No:	Amt: $	Date:
8224	375099	3,026.70	5/29/50

[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: JUN 5 1950

6-5-50, gl

OREGON STATE HIGHWAY COMMISSION

May 31, 1950
(Date)

3123	8-final	O. & S. Painters
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
8224	375099	3,026.70	5/29/50

[redacted]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Oct. 31, 1949

ACCOUNTING DIVISION

Completed: April 29, 1950

Contract Accepted: May 26, 1950

Time Extensions: Extended to June 30, 1950 without penalty.

Penalties: None of Record

Claims: None of Record

Remarks:

Date: 6-5-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

OREGON STATE HIGHWAY COMMISSION

May 31, 1950
(Date)

3123	**8-final**	**O. & S. Painters**
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
8224	**375099**	**3,026.70**	**5/29/50**

[redacted]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Oct. 31, 1949

ACCOUNTING DIVISION

Completed: April 29, 1950

Contract Accepted: **May 26, 1950**

Time Extensions: **Extended to June 30, 1950 without penalty.**

Penalties: **None of Record**

Claims: **None of Record**

Remarks:

Date: **6-5-50**

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
MAY 15 1950
FOR FILING

20-4212

3123

May 15, 1950

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Please be advised that State Highway Contract No. 3123, for painting the Springfield, Coast Fork, Harrisburg and Eastside Bridges in Lane and Benton Counties, has been completed by the contractor, G. & S. Painters, and that final payment in the amount of $3,026.70 will be made after acceptance by the Commission.

In connection with this job we have been notified of damage to Arthur Hyland's car from being splattered with paint, in the amount of $73.50, also that paint was spattered on Richard Abelin's car, of which you have been previously advised.

For your information we wish to advise that the total contract amount is $20,484.00, and that no force account work was performed on the project. This contract was completed on April 29, 1950 but has not as yet been accepted by the Highway Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates

NOTED ON CARD
5-15-50 gl

RECEIVED
[illegible] 1950
FOR FILING

20-42-13

[illegible]

January 20, 1950

Farmers Insurance Group
87 East Broadway
Eugene, Oregon

Gentlemen:

This is to acknowledge your letter of January 18 advising that Richard Abelin's car was spattered with paint or or about September 6 while crossing the bridge west of Springfield. From our records it appears that the O. & S. Painters may have been working on the bridge at that time as they held a contract with us, No. 3023, for the painting of this bridge. There address is 4133 Southwest Corbett, Portland, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE

FARMERS INSURANCE GROUP

EUGENE CLAIMS OFFICE
215 I.O.O.F. BLDG. - 87 E. BROADWAY
EUGENE, OREGON

January 18, 1950

O&S
3123
Painting was done
on 9-6-49

regon State Highway Commission
alem, Oregon

Re: Richard Abelin
Loss of 9/6/49

entlemen:

n or about September 6, 1949, our above-named in-
ured was driving across the bridge spanning the
iver between Springfield and Eugene, when his
utomobile was spattered by paint, which was, at
hat time, being applied to the bridge by some
orkmen. Will you kindly advise the name and
ddress of the contractor who was painting the
ridge in order that we may seek recovery for our
amages from them. Your cooperation will be ap-
reciated.

n reply, please refer to the above caption.

Very truly yours,

R. C. Turner
R. C. Turner
Property Damage Section

CT:fk

AUTOMOBILE – TRUCK – FIRE – PUBLIC LIABILITY – CARGO
WORKMEN'S COMPENSATION – PERSONAL ACCIDENT – GEN. LIABILITY

RECEIVED
JAN 11 1950
FOR FILING

20-42-13

3123

January 9, 1950

O. & S. Painters
4133 S. W. Corbett St.
Portland 1, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion your request for an extension of time of 242 days, from October 31, 1949 to June 30, 1950, within which to complete your contract No. 3123 covering painting of the Springfield, Coast Fork, Harrisburg and Eastside Bridges in Lane and Benton Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty, subject to the following conditions: "that the contractor resume work on this project at the earliest feasible time in the Spring of 1950 and that he make good any damage to the partially completed work on the Willamette River Bridge at Creswell which might be sustained during the coming winter". I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: K. D. Lytle,
Division Engineer

W. A. Reeves

RECEIVED
JAN - 6 1950
FOR FILING

20-4213

3123

[illegible]

Mrs Lewis

December 27, 1949

Mr. Arthur Hyland
833 East "E" Street
Springfield, Oregon

Dear Mr. Hyland:

On December 6, 1949, we received a letter from the Farmers Insurance Group stating that your car had been damaged by paint splattering while crossing the Willamette River Bridge at Springfield .

We advised the United Pacific Insurance Company, 627 Board of Trade Building, Portland 4, of the receipt of your claim. This company provided the bond furnished in connection with our Contract No. 3123 for painting the Springfield Bridge. Under date of December 22nd they advised us that the O. and S. Painters carry a liability insurance through another company which covers them for any property damage in connection with their painting operations. We regret that we do not have the name of the company, and suggest that if the claim has not already been settled that you contact the O. and S. Painters whose address is 4133 Southwest Corbett Street, Portland 1.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - O. & S. Painters
4133 Southwest Corbett Street
Portland 1, Oregon

NOTED ON CARD
12-27-49 C

Mrs Lewis

December 27, 1949

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: E. T. Lynch, Manager
Fidelity and Surety Department

Gentlemen:

We acknowledge with thanks your letter of December 22nd advising us that O. and S. Painters carry liability insurance in another company which covers them for the property damage in connection with their painting operations.

Your letter was in reply to ours of December 8 advising that Mr. Arthur Hyland had reported damage to his automobile when crossing the Willamette River Bridge at Springfield.

We will advise Mr. Hyland and the O. and S. Painters of the information provided in your letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

12-27-49

UNITED PACIFIC
Insurance Company
HOME OFFICE - TACOMA, WASHINGTON
PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

December 22, 1949

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Subject: Bond #111455 O. and S. Painters
Contract #3123

Gentlemen:

This will acknowledge receipt of your letter of December 8, 1949 in connection with a letter received from the Farmers Insurance Group regarding a claim of Mr. Arthur Hyland for paint damage to his automobile when crossing the Willamette River Bridge at Springfield.

We are advised that O. and S. Painters carry a liability insurance policy through another company which covers them for any property damage in connection with their painting operations. We expect the O. and S. Painters will take care of this claim without recourse on the performance bond.

Thank you very much for your advice regarding this claim.

Yours very truly

E. T. Lynch

E. T. Lynch, Manager
Fidelity and Surety Department

ETL:lg

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

RECEIVED
FOR FILING

20-4213

3123

Mrs Lewis

December 8, 1949

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter from the Farmers Insurance Group of 87 East Broadway, Eugene, signed by Mr. R. C. Turner, stating that on August 2nd Mr. Arthur Hyland's automobile was splattered with paint when he was crossing the Willamette River Bridge at Springfield. They state that they have a subrogation claim in connection with this accident in the amount of $73.50.

According to our records the O. and S. Painters held Contract 3123 for the painting of this bridge, and it may be that the damage occurred during their operations. This information is provided as the United Pacific Insurance Company appears as surety on the bond executed in connection with Contract 3123.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham & Bates
901 S. W. Washington Street
Portland 5, Oregon

O. & S. Painters
4133 S. W. Corbett Street
Portland 1, Oregon

12-8-49 gl

RECEIVED
DEC 8 1949
FOR FILING

20-4213

3123

Mrs Lewis

December 8, 1949

Farmers Insurance Group
205 I.O.O.F. Building
87 East Broadway
Eugene, Oregon

Gentlemen:

This is to acknowledge your letter of December 1 inquiring as to the contractor who was working on the Willamette River Bridge at Springfield on August 2, when the automobile of your client, Arthur Hyland, was splattered with paint.

The O. and S. Painters, whose address is 4133 Southwest Corbett Street, Portland 1, hold our Contract No. 3123 for painting on this bridge and it may have been their operations which were in progress at the time of the incident mentioned.

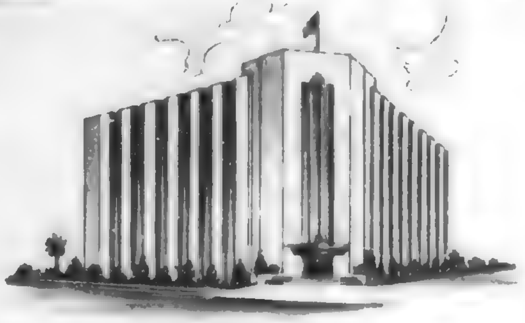
Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD



HOME OFFICE · LOS ANGELES CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE

FARMERS INSURANCE GROUP
EUGENE CLAIMS OFFICE
205 I.O.O.F. BUILDING · 87 EAST BROADWAY · EUGENE, OREGON
PHONE 4-1479

December 1, 1949

U S
3123

State of Oregon
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

On August 2, 1949, our assured, Arthur Hyland, was operating his automobile across the bridge spanning the Willamette River at Springfield, Oregon, when his car was splattered by paint which was being applied to the bridge at that time.

Since we have a subrogation claim in connection with this accident in the amount of $73.50, kindly advise us the name of the contractor who was painting this bridge and his address in order that we may present our claim to him.

Your cooperation in this respect will be appreciated.

Very truly yours,

R C Turner
R.C. Turner
Property Damage Section

RCT:fk

RECEIVED
DEC 6 1949
OREGON
STATE HIGHWAY COMMISSION

AUTOMOBILE – TRUCK – FIRE – PUBLIC LIABILITY – CARGO
WORKMEN'S COMPENSATION – PERSONAL ACCIDENT – GEN. LIABILITY

RECEIVED
DEC 13 1949
FOR FILING

20-4214
3123

December 7, 1949

Request for Extension of Time
No. 16
December 19 and 20 meeting

State Highway Commission

Gentlemen:

Re: Springfield, Coast Fork Willamette
River, Harrisburg and Eastside Bridge
Painting, Contract No. 3123
G. & S. Painters, Contractor

Herewith copy of a request for an extension of time, from October 31, 1949 to June 30, 1950, for the completion of the work on this project. The painting of the Willamette River Bridge at Corvallis was included along with the painting of other bridges on the McKenzie Highway, Pacific Highway and Springfield-Creswell Secondary Highway. The contract was awarded on April 11, 1949 to the G. & S. Painters.

The contractor has completed all work except the finishing of repainting of the Willamette River Bridge at Creswell. Because of the lateness of the season, it has been advisable to order him to discontinue work until next spring so that we can get a good job of painting. Under these conditions we would recommend that the extension be granted without penalty to the contractor, subject to the following conditions: that the contractor resume work on this project at the earliest feasible time in the Spring of 1950 and that he make good any damage to the partially completed work on the Willamette River Bridge at Creswell which might be sustained during the coming winter.

This is a State Project and concurrence of the Bureau of Public Roads in this recommendation is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
SEP 15 1949
FOR FILING

20-4213

3123

September 15, 1949

Mrs. James Sneddon
P. O. Box 48
Springfield, Oregon

Dear Mrs. Sneddon:

Your letter of September 8 in regard to green paint on your car has been referred to this office.

The crew doing the painting of this bridge is not a state maintenance crew as stated in your letter, but is under contract to the O and S Painters, 4132 S. W. Corbett Street, Portland. We suggest that you contact them in regard to your damage.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW:rb
cc: O and S Painters

FORM E-30 10M 6-46 23439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1949

SUBJECT:

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Oregon State Highway Commission
OFFICE

Dear Mr. Stiffler:

Herewith copy of a letter we received from Mrs. James Sneddon, of Springfield, complaining of green specks of paint on her automobile which she claims came from bridge painting operations on the Willamette River Bridge near Springfield. This would be at Mile Pose 0.24, McKenzie Highway, where the Willamette River Bridge is being painted under contract number 3123 by the O. and S. Painters of Portland.

Maintenance crews are not involved and we believe the complaint should be referred to the above mentioned contractor with acknowledgment to Mrs. Sneddon.

Very truly yours,

I. A. DeFrance,
Assistant Maintenance Engineer

IAD:JB:mc
Enclosure -

C O P Y

P. O. Box 48
Springfield, Oregon
September 8, 1949

State Highway Commission
Salem, Oregon

Gentlemen:

For the past couple of months, one of the paint crews of your highway maintenance department has been painting the bridge over the Willamette River on Highway 28 approaching Springfield, between that city and the City of Eugene. I live east of Springfield on Highway 28 and work in Eugene, driving my car every day to work, which necessitates my crossing the bridge which is being painted.

Last Sunday after washing the car, we discovered that there are small specks of green paint all over the body of the car and on the windshield, which have fallen on the car while passing over the bridge. The car is black and these spots show up very plainly.

We would appreciate hearing from you respecting this matter.

Very truly yours,

/signed/

Mrs. James Sneddon

RECEIVED
APR 27 1949
FOR FILING

20-42/3

3123

April 27, 1949

O. & S. Painters
4133 S. W. Corbett St.
Portland 1, Oregon

Gentlemen:

We are enclosing herewith, for your records and files, a fully executed copy of contract No. 3123, which was awarded to you on April 11, 1949 by the State Highway Commission, covering painting of the Springfield Bridge, Coast Fork Willamette River Bridge, Harrisburg Bridge and Eastside Bridge in Lane and Benton Counties.

An executed copy of this contract is also being sent to the surety on yourbond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 15 1949
FOR FILING

20-4212

3123

April 14, 1949

O. & S. Painters
4133 S. W. Corbett
Portland, Oregon

Gentlemen:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for painting the steel in the Harrisburg Bridge over the Willamette River on the Pacific Highway; Springfield Bridge over the Willamette River on the McKenzie Highway; Creswell Bridge over Coast Fork Willamette River on Springfield-Creswell Highway; and Eastside Bridge over the Willamette River on the Corvallis-Eastside Highway at Corvallis; all in Lane and Benton Counties. This award was based on your low bid of $20,484 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

of
cc: S. H. Probert
G. S. Paxson

21-4219 Paint all structural steel on 1949
600' arch span of Yaquina Bay
Bridge on Coast Hwy at Newport.

#3124

RECEIVED
NOV 10 1950
FOR FILING

21-4219

3124

November 10, 1950

Mr. Forrest L. Kelly
Claim Department
Hartford Fire Insurance Company
720 California Street
San Francisco 20, California

Dear Sir:

We have checked our records and find that during the month of August 1949, the Yaquina Bay Bridge was being painted by contract. The contractor was L. E. Snell, whose address was Hill and Water Streets in Albany, Oregon.

Actions such as you describe are covered by the contractor's insurance and are not an obligation of the Highway Department. It is doubtful that at this late date it could be definitely established that the paint on Mrs. Kverndal's car was from the contractor's operations.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW:er

C. S. KREMER, PRESIDENT

HARTFORD FIRE INSURANCE COMPANY

ADDISON C. POSEY
MANAGER
A. H. SCHAEFFER, ASSISTANT MANAGER
ROBERT V. FULTON, ASSISTANT MANAGER
HAROLD E. DIEM, ASSISTANT MANAGER

PACIFIC DEPARTMENT
HARTFORD BUILDING, 720 CALIFORNIA STREET
SAN FRANCISCO 20, CALIFORNIA

OREGON SERVICE OFFICE
319 S. W. WASHINGTON STREET
PORTLAND 4, OREGON

November 8, 1950

Highway Department
State of Oregon
Salem, Oregon

Attention: Claim Department

RE: Our File 985 X 7349 - Ena & Holgar Kverndal
Accident - 8/7/49

Gentlemen:

On August 7, 1949, our assured Ena Kverndal was operating her 1949 DeSoto Coupe across the Yaquina Bay Bridge on Highway 101. According to our information, the Highway Department was spray painting this bridge at the time, and as Mrs. Kverndal passed across the bridge considerable spray paint got on her car.

We realize that this is quite a late date, but we somehow failed to contact you earlier in reference to this claim. However, if the circumstances are correct as given us by our assured, we feel that we should be entitled to a recovery of our loss, and we would appreciate your attention.

Very truly yours,

Forrest Kelly

Forrest L. Kelly
Claim Department

FLK:eab

RECEIVED
NOV 9 1950
OREGON
STATE HIGHWAY COMMISSION

L.E. Snell
Hill & Water st.
Albany Ore.

RECEIVED
APR 15 1949
FOR FILING
21-4219
3124

April 14, 1949

Hall & Wols
2764 N. W. Thurman
Portland 10, Oregon

Gentlemen:

The State Highway Commission on Monday, April 11, 1949, awarded you the the contract for painting all structural steel in arch span of Yaquina Bay Bridge on Oregon Coast Highway at Newport, in Lincoln County. This award was based on your low bid of $17,950 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc: S. H. Probert
G. S. Paxson

122-4209 Corvallis-Albany Section 1949
of the Corvallis Eastside Hwy. Sec.
#3125

RECEIVED
OCT 20 '49
FOR FILING

122-4209

3125

October 20, 1949

United States Guarantee Co.
90 John St.
New York 7, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3125, for surfacing on the Corvallis-Albany Section of the Corvallis-East Side Secondary Highway in Linn County, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $1,985.58 will be made on or after October 31, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $60,931.94, and that no force account work was performed on the project. This contract was completed on August 19 and accepted by the Highway Commission on September 21, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
10-20-49 gl

RECEIVED
OCT 4 1949
FOR FILING

122-4209

3125

October 4, 1949

Warren Northwest,Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 19 days, from July 31 to August 19, 1949, within which to complete your contract No. 3125 for surfacing on the Corvallis-Albany Section of the Corvallis-East Side Secondary Highway in Linn County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, whichconsidered but did not necessarily accept the statements given in your request as reasonswhy you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Mason,
Division Engineer

H. G. Smith

NOTED ON CARD

10-4-49 gl

RECEIVED
SEP 14 1949
FOR FILING

1-2-4709

3125-

September 9, 1949

Request for extension of time
No. 16
September 19 and 20

Oregon State Highway Commission

Herewith is a request from Warren Northwest, Inc. for an extension of time on Contract No. 3125, Corvallis-Albany Section of the Corvallis-East Side Secondary Highway, from July 31, 1949 to August 19, 1949.

Completion of this contract was delayed because the contractor was required to do some additional work on Project No. 3144, between Sweet Home and Brownsville, before starting oiling operations on this contract.

There has been no inconvenience or additional cost to the State because of this delay, and I recommend the extension without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

RECEIVED
SEP 1 1949
FOR FILING

122-4209

3125

August 31, 1949

United States Guarantee Co.
90 Johns Street
New York 7, N. Y.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Warren Northwest, Inc., on contract No. 3125, for surfacing on the Corvallis-Albany Section of the Corvallis-East Side Secondary Highway in Linn County. This payment, in the amount of $10,023.02, will be made on or after September 12, 1949. The retained percentage is $11,823.08.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

[illegible]

RECEIVED
AUG 15 1949
FOR FILING

122-4209

3125

August 12, 1949

Warren Northwest, Inc.
P. O. Box 5072
Portland 13
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 1, 1949, had under discussion your request for an extension of time of 31 days, from June 30 to July 31, 1949, within which to complete your contract No. 3125 for surfacing on the Corvallis-Albany Section of the Corvallis-East Side Secondary Highway in Linn County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cl

cc: F. D. Bacon,
Division Engineer

H. G. Smith

NOTED ON CARD

8-12-49

Form B-1—5M—1-40

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 8/13/49, 19

Section Corvallis - Albany

Kind of work Oil Mat Surfacing

Highway Corvallis - Eastside Secondary

Section prefix 122-4209

Contractor Warren Northwest

Contract number 3125

Date of Contract April 11, 1949

Date of completion A June 30, 1949

Date work started April 18, 1949

Estimated date of completion August 18, 1949

Amount of contract $62,025.75

Per cent of time elapsed 100+ %

Estimated cost of completed project, exclusive of engineering $64,506.78

Per cent of contract completed, based on total contract price 98 %

Engineering cost to date $3,600, 5.6 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Oiling work was completed on Friday. There still remains a small amount of shoulder work and some dusting to do. All work on this project should be finished by the middle of next week.

The oiling crew is moving to Eugene.

Signed Res. Engr.

Address Box 100, Route 1, Albany, Oregon.

NOT[illegible]
E. M. B[illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		4.89		9.91	
Miles partially completed					
Miles completed		"		"	
Total estimated quantities		17,500			
Estimated quantities moved or placed to date		"			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				19	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., 8 Trucks ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Cloudy		
Saturday	Fair		

RECEIVED
AUG 15 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
[illegible]
FOR FILING

122-4207

2125

July 14, 1949

Request for extension of time
Number 3
August 1 and 2 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Warren Northwest Inc. for an extension of time on Contract No. 2125, Corvallis-Albany Section of the Corvallis-East Side Secondary Highway, from June 30, 1949 to July 31, 1949.

This project was awarded on April 11, 1949, and the contractor commenced work on April 18, 1949. However, the specified gravel pit contained far more fine materials than originally contemplated and the contractor required additional time to produce the necessary rock for this project. He made every effort to complete this project by June 30, and I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

gd
cc: W.C. Williams

H. G. Smith

RECEIVED
APR [illegible]
FOR FILING

122-4207

3125

April 29, 1949

Warren Northwest Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3125, which was awarded to you on April 11, 1949 by the State Highway Commission, covering surfacing on the Corvallis-Albany Section of the Corvallis-East Side Secondary Highway in Linn County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

[illegible] -1

UI-306(5) Front Ave. (Alder St.- 1949
Sheridan St.) Sec., Pacific
#3126 Hwy. West

RECEIVED
NOV 22 1949
FOR FILING

Wi-306(5)
Wi-306(7)
3126

November 22, 1949

Western Golf Course Supply Co.
1006 S. E.Hawthorne Blvd.
Portland 14, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 8, 1949, had under discussion your request for an extension of time of five days, from September 15 to September 20, 1949, within which to complete your contract No. 3126 covering irrigating system and seeding on the Front Avenue (Alder St.-Bancroft St.) Section of the Pacific West Highway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - A. G. Skelton
Division Engineer

H. G. Smith

11-22-49 gk

RECEIVED
NOV 22 1949
FOR FILING

[illegible]
[illegible]
3126

November 21, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3126, for work on the Front Avenut (Alder St-Bancroft St.) Section of the Pacific West Highway in Multnomah County, has been completed by the contractor, Western Golf Course Supply Co., and that final payment in the amount of $1,215.48 will be made on or after December 1, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $38,794.09, of which amount $2,053.74 represents force account items. This contract was completed on September 20 and accepted by the Commission on November 8, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

11-21-49, ge

RECEIVED
NOV - 1 1949
FOR FILING

[illegible]

3126

October 31, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Western Golf Course Supply Co., on contract No. 3126, covering irrigating system and seeding on the Pacific West Highway in Multnomah County. This payment, in the amount of $4,957.11, will be made on or after November 10, 1949. The retained percentage is $1,162.23.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

ORGEON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

10-31-49 gl

RECEIVED
NOV - 1 1949
FOR FILING

[illegible] (5)
306 (7)
3126

October 31, 1949

Request for extension of time
No. 15
November 7 and 8 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Western Golf Course Supply Company, Contractor, for an extension of time on Contract No. 3126, Alder Street-Bancroft Street Section of the Front Avenue Landscaping project, from September 15, 1949 to September 2[illegible], 1949.

Due to weather conditions the contractor was unable to complete the laying of an oiled foot path, which was ordered as extra work on the contract.

There was no inconvenience to the traveling public, and I would recommend that the extension be granted without penalty. Mr. F. M. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc: W. C. Williams
H. G. Smith

aw

RECEIVED
OCT 25 1949
FOR FILING

UI 306(5)
(7)
3126

F.W.

October 21, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3126, Front Avenue Section (Alder Street to Bancroft Street), Ore. UI-306 (5) (7) from September 15, 1949 to September 20, 1949 to the Western Golf Course Supply Company, Contractors.

Due to weather conditions the contractor was unable to get on the job and complete the laying of the "tiled foot paths" as covered by Force Order No. 2.

There was no inconvenience to the traveling public, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
OCT 1[illegible]
FOR FILING

UI-306(5)
OREGON DISTRICT (7)
3126

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Williams' letter of October 5, 1949 requesting approval of substitutions of various shrubs and plants on Oregon Projects UI-306(5) and UI-306(7), Front Avenue, Portland.

We have reviewed your letter of October 3rd to the contractor, but before recommending approval, additional information will be required.

First, you state the substitution is necessary due to the contractor's inability to locate certain varieties, quantities or sizes. We should have information as to why he is unable to obtain these shrubs since he bid on those varieties at the bid opening June 28,1949 and now substitution of 17 different types of shrubs out of a total of 42 are requested.

It is also noted that substitutions provided under numbers 4, 5, 7, 11 and 17 in your letter to the contractor do not cover the full quantities of shrubs provided for under the contract. Presumably the contractor has been able to secure a certain quantity of specified shrubs but not in sufficient quantity to meet plan requirements. This should be clarified.

In substitutions of this kind it seems to us that a supplemental agreement should be executed with the contractor similar to your regular practice of Price Agreements.

Before forwarding this change for approval, we will require the information above requested and also four more copies of your letter of October 3, 1949 to the contractor, together with one additional set of plans showing the areas noted in that letter.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
OCT 12 1949
OREGON
STATE HIGHWAY COMMISSION

Form E-1-5M-7-49

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 7, 1949

Section Front Avenue (Alder St. - Bancroft St.)

Kind of work Irrigation System & Seeding

Highway Pacific West

Section prefix 26-1092

Contractor Western Golf Course Supply Company

Contract number 3126

Date of contract April 11, 1949

Date of completion August 31, 1949

Date work started April 29, 1949

Estimated date of completion ...., 19...

Amount of contract $36,213.40

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $ 41,398.81

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $2,046.36, 89.25 %

Date project was completed Sept.20, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate completed and will be transmitted to the Division Engineer to-day along with supporting data.

NOTED H. W. LIBBY

NOTED H. G. SMITH

Signed

Address P.O. Box 4644 Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OCT 10 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
OCT 3 1949
FOR FILING

WT-306(5)R(7)

3126

September 30, 1949

Western Golf Course Supply Co.
1006 S. E. Hawthorne Blvd.
Portland 14, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 15 days, from August 31 to September 15, 1949, within which to complete your contract No. 3126 covering irrigating system and seeding on the Front Ave. (Alder St.-Bancroft St.) Section of the Pacific West Highway, in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

H. O. Smith

NOTED ON CARD
9-30-49 gl

RECEIVED
SEP 23 1949
FOR FILING

UI-306 (5)
UI-306 (7)
3126

September 21, 1949

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 20, 1949 on Contract No. 3126, Front Avenue (Alder St.-Bancroft St.) Section, in connection with Federal Aid Project No. UI-306 (5), UI-306 (7).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By H. H. S.

for W. C. Williams
Assistant State Highway Engineer

NOTE
W. C. WILLI

HEP:ew

cc: John Cattrall

RECEIVED
SEP 14 1949
FOR FILING

WI-306(5) 306(7)

September 9, 1949

Request for extension of time
No. 11
September 19 and 20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Western Golf Course Supply Company for an extension of time on Contract No. 3126, Alder Street—Bancroft Street Landscaping on First Avenue on the Pacific Highway West, from August 31, 1949 to September 15, 1949.

All work called for on the project has been completed with the exception of the final maintenance and final cutting of the grass required by the specifications.

I recommend that the extension be granted without penalty, and Mr. T. H. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS hi
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
SEP 2 1949
FOR FILING

WI-306(5) + (7)

3126

August 31, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3126, Front Avenue (Alder Street-Bancroft Street) Section of the Pacific Highway West, Ore. WI 306 (5) (7) from August 31, 1949 to September 15, 1949 to the Western Golf Course Supply Company, Contractors.

All work called for on the project has been completed, and the additional time requested is merely for the purpose of maintenance and final cutting of the grass which is required by the specifications.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
AUG 25 1949
FOR FILING
41-306 (5)
(7)
8/26

F11

August 18, 1949

Mr. W. A. Bowes
Commissioner of Public Works
City Hall
Portland, Oregon

Dear Commissioner Bowes:

Please be advised that sections 14, 15, 16, 17, 19, 20, 23, 24, 27, 30 and 34 of the irrigation system and seeding contract for the Front Avenue Section of the Pacific Highway West have been accepted by the State.

Accordingly, the contractor's responsibility for maintenance has terminated and it is requested the City take over the lawn maintenance in accordance with its agreement and Mr. C. P. Keyser's letter of June 17, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
First Assistant State Highway Engineer

cc Mr. A. G. Skelton
Mr. H. G. Smith
Mr. M. H. Astrup

MHA:bc

RECEIVED
AUG 4 1949
FOR FILING

August 1, 1949

Mr. W. A. Bowes
Commissioner of Public Works
City Hall
Portland, Oregon

Dear Commissioner Bowes:

Please be advised that sections 7, 12 and 13 of the irrigation system and seeding contract for the Front Avenue Section of the Pacific Highway West have been accepted by the State.

Accordingly, the contractor's responsibility for maintenance has terminated and it is requested the City take over the lawn maintenance in accordance with its agreement and Mr. C. F. Kayser's letter of June 17, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
First Assistant State Highway Engineer

MHA:bo

cc Mr. A. G. Skelton
Mr. H. G. Smith
Mr. M. H. Astrup

RECEIVED
FO

1851

CITY OF PORTLAND, OREGON
BUREAU OF PARKS AND PUBLIC RECREATION
115 CITY HALL
ORMOND R. BEAN, COMMISSIONER

C. P. KEYSER
SUPERINTENDENT
HARRY B. BUCKLEY
ASST. SUPERINTENDENT
W. B. NAGEL
CHIEF CLERK

A. W. NUSSBAUMER
DIRECTOR OF OPERATIONS
DOROTHEA M. LENSCH
DIRECTOR OF RECREATION
JACK L. MARKS
DIRECTOR OF THE ZOO

WI-3-6 (5)
(7)

June 17, 1949

Mr. W. C. Williams
First Asst. State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

Reference is made to your letter of June 3rd relative to the maintenance of the median strips on the Front Avenue section of Pacific Highway West in Portland from Alder to Bancroft Streets.

We wish to advise you that the City of Portland is prepared to take over the lawn maintenance in accordance with its agreement, at the time that the contractor's responsibility ends.

Very truly yours,

Harry B. Buckley
Asst. Superintendent of Parks

HBB:mp

RECEIVED
JUN 21 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. C. WILLIAMS

CEIVED
FOR FILING

MHA

on new job 33

June 3, 1949

Mr. C. P. Keyser
Superintendent of Parks
City Hall
Portland, Oregon

Dear Mr. Keyser:

The State Highway Commission has let a contract for the sprinkler system and seeding to lawn of the Front Street Section of Pacific Highway West in Portland from Alder Street to Bancroft Street. The provisions of this contract, copy enclosed, require the contractor to maintain the lawn during the period covered by three mowings, at which time their responsibility for mowing ceases. The contractor has started work at the north end of the project and grass on the first section completed has already germinated. Thus, it is probable that the third cutting of this grass will have taken place by, or prior to, the end of this month.

Inasmuch as the City of Portland has agreed to maintain the median strips and areas adjacent to the highway developed in conjunction with this project, it is requested that the City accept responsibility for the maintenance of the lawn areas on their acceptance as complete from the contractor. For your information, bids for the planting of the Alder-Bancroft Section are scheduled to be called in the June meeting of the State Highway Commission. I am informed these plans have been discussed with you and have your approval. It is thus anticipated that the maintenance of the entire project will become the responsibility of the City this fall.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
First Assistant State Highway Engineer

Encl.
MHA:be
cc Mr. A. G. Skelton
Mr. M. H. Astrup

RECEIVED

FOR FILING

UI 306(5)

June 10, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of June 7th in regard to control of time of planting of shrubs on the Front Avenue (Sheridan Street-Bancroft Street) Section, UI-306 (5) and UI-306 (7).

In that connection, we quote the following comments of our Landscape Engineer, Mr. Astrup: -

"No restrictive beginning date was placed on the Sheridan Street-Bancroft Street Section of the Front Avenue planting specifications except that shown under the heading "Quality of Workmanship," which states that "the work shall be performed in accordance with recognized standard practices." The recognized standard practice for fall planting is after the first fall rains. Nurserymen will not dig evergreen plants prior to this time because they will not ball properly and they will not dig deciduous plants, which are normally shipped bare-root, until the plants are dormant and the majority of the leaves have fallen, which normally is in late October or early November. It is our intent to agree formally with the contractor as to the probable planting dates prior to the beginning of the contract. In the event that he plans to use materials which have been grown in containers, we would interpose no objection to their being planted prior to the first fall rains or the normal planting season, but, under any circumstance, we do wish him to prepare his beds for planting and to dig as many planting holes as practicable so that there will be the least possible delay in planting when the plants are delivered to the project.

The provision for replacement of plants not showing their normal growth after the first growing season has been eliminated. The specifications cover the quality of plants and the manner in which they are to be handled and planted and provide for rejection of plants which do not meet these specifications. The specifications also include the maintenance by adequate watering prior to acceptance of the job. Thus, the contractor has fulfilled all the requirements which should assure the growing of the plants and as he is not responsible for subsequent maintenance he has no control over factors influencing the subsequent growth of the plants. Admittedly, there will be some loss, but it is felt that the replacement costs of such plants will be less than the percentage which would have to be added by any contractor as a protection of his interests if a guarantee was required. This question has been discussed with the Portland park authorities. They agree in principle and as the maintenance of the planting will be their responsibility, in accordance with their agreement with the State, there will be no replacement costs to the State or Federal Government."

In view of the situation as described by Mr. Astrup, it is our opinion that no change in the specification is necessary. In case you do not concurr in this opinion, let us know and we will work out whatever change you may then consider advisable.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:nd

plants and as he is not responsible for subsequent maintenance he has no control over factors influencing the subsequent growth of the plants. Admittedly, there will be some loss, but it is felt that the replacement costs of such plants will be less than the percentage which would have to be added by any contractor as a protection of his interests if a guarantee was required. This question has been discussed with the Portland park authorities. They agree in principle and as the maintenance of the planting will be their responsibility, in accordance with their agreement with the State, there will be no replacement costs to the State or Federal Government."

In view of the situation as described by Mr. Astrup, it is our opinion that no change in the specification is necessary. In case you do not concurr in this opinion, let us know and we will work out whatever change you may then consider advisable.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:nd

RECEIVED
JUN [illegible] 1949
FOR FILING
UI [illegible] (5)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

June 7, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to the P.S.& E. documents for Oregon Projects UI-306(5) and UI-306(7), Front Avenue (Sheridan Street - Bancroft Street) Section of the Pacific Highway, West.

Under date of June 3 you were authorized to advertise these projects for bids. However, a further review of these projects indicates that although section 65-2 of the Standard Specifications apparently contemplates exercising some control with respect to the time of planting, there is nothing in the special provisions to prevent the contractor doing the work in mid-summer. Nor is there any provision for a guarantee as called for in section 65-21 of the Standard Specifications, which presumably would afford some such control.

It would seem that most of the work, and particularly the planting, should be delayed until late September or October. It is requested that these matters be clarified as soon as possible in order that proper action may be taken by this office when bids are opened on June 28th.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

C.C. Handed Mr. Probert
W.N.S.

RECEIVED
JUN - [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 26 1949
FOR FILING
UI 306(5)+(7)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

File ✓

REFERRED TO
Robert
~~Div Asst. Chief Engineer~~

May 20, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RE: Ore. UI-306(5) & (7), Alder Street
Bancroft Street Section of Harbor
Drive in Portland

Dear Sir:

Your letter of May 17 advised that it is desired to furnish the successful bidder without charge 14,000 year-old St. Johnswort plants and 5,400 Enlish Ivy plants. If the contractor had to secure this material elsewhere, there would be considerable delay. The State has the material available under their own supply contracts at the reasonable price of ten and three and a half cents apiece. Contracts were entered into after issuance of calls for quotations by the State Purchasing Department. Federal participation in the cost of the material is not requested.

Under these conditions we will approve the use of this small amount of State-furnished material subject to P.S.& E. being submitted showing the suitability of the planting.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
MAY 24 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 17 1949
FOR FILING

UI 306(5)
UI 306(7)

May 17, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In connection with the contracting of planting work on the Front Avenue (Alder St.-Bancroft St.) Section, Projects UI-306 (5) and UI-306 (7), there are required 14,000 St. Johnswort plants and 5,400 English Ivy plants.

In anticipation of this need and the needs of other planting projects, and because of the fact that plants of the kinds mentioned are not regularly available in large quantities from the stocks of commercial nurseries, our department, some year or more ago, contracted with nursery companies to grow for us 50,000 St. Johnswort plants and 70,000 English Ivy plants. These plants are now of proper age and size for use on landscaping projects and it is our desire to provide in our specifications for the Front Avenue Project that the required numbers of plants will be furnished to the contractor by the State without charge.

Contracts for the growing of plant materials as above mentioned were entered into after calls for quotations were issued by the State Purchasing Department. Purchase order for the St. Johnswort was issued to the H. L. Pearcy Nursery Company of Salem at a price of 10¢ each for one-year old field grown divisions. The purchase order for the Ivy was issued to the Lewis & Simpson Nursery Company of Portland at a price of 3½¢ for one-year old plants in standard 100-plant flats. Only by prior contracting for these plants has expeditious performance of the planting contract now to be let been made possible. The prices at which the plants were obtained are considered very reasonable.

Your permission to furnish these plants to the successful bidder without cost, and on a nonparticipating basis as regards federal aid, is hereby requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP/gs

RECEIVED
MAY 2 - 1949
FOR FILING

UI-306 (5)
306 (7)
3126

File

May 2, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 29, 1949 on Contract No. 3126, Front Avenue (Alder St.-Bancroft St.) Section, Irrigating System and Seeding, in connection with Federal Aid Project No. UI-306 (5), UI-306 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DHP/ge

RECEIVED
APR 29
FOR FILING

WF 306(5) - 306(7)

April 29, 1949

Western Golf Course Supply Co.
1016 S. E. Hawthorne Blvd.
Portland 14, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3126 which was awarded to you on April 11, 1949 by the State Highway Commission, covering irrigating system and seeding on the Front Avenue (Alder St.-Bancroft St.) Section of the Pacific Highway West in Multnomah County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 15 1949
FOR FILING

W1-30(5)+(7)

3126

April 14, 1949

Western Golf Course Supply Co.
1006 S. E. Hawthorne Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for a concealed irrigating system and seeding to lawn on the Front Avenue(Alder Street-Sheridan Street) Section of the Pacific Highway West, in Multnomah County. This award was based on your low bid of $36,213.40, using galvanized iron pipe, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc: S. H. Probert

RECEIVED
APR 1
FOR FILING
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

April 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project UI-306(5) and 306(7), Front Avenue (Alder Street - Sheridan Street Section) of the Pacific Highway West to Western Golf Course Supply Co., Portland, Oregon who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
APR 13
OREGON
STATE HIGHWAY COMMISSION

130-4210 Irrigation Ditch Bridge near 1949
Hermiston.
#3127

RECEIVED
SEP 14 1949
FOR FILING

130-4210

3127

September 13, 1949

The Aetna Casualty & Surety Co.
Portland Service Dept.
308 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3127, covering the Westland Irrigation Canal Bridge on the Hermiston Highway in Umatilla County, has been completed by the contractor, Archie R. Averill, and that final payment in the amount of $843.57 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $10,121.42, and that no force account work was performed on the project. This contract was completed August 22, 1949 but has not as yet been accepted by the Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: The Aetna Casualty & Surety Co.
G. Cyrus Bishop, Agent
319 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
9-13-49 g

RECEIVED
AUG 24 1949
FOR FILING

130-4210

3127

August 23, 1949

Mr. Archie R. Averill
Rte. 9, Box 874
Portland 2, Oregon

Dear Sir:

The State Highway Commission, at its meeting on August 19, 1949, had under discussion your request for an extension of time of 31 days, from July 31 to August 31, 1949, within which to complete your contract No. 3127 covering the Westland Irrigation Canal Bridge on the Hermiston Highway in Umatilla County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

W. A. Reeves

NOTED ON CARD

8-23-49 gl

RECEIVED
AUG 17 1949
FOR FILING

130-4210

3127

August 15, 1949

Oregon State Highway Commission

Request for extension of time
No. 2
September 15 and 16 meeting

Gentlemen:

Re: Westland Irrigation Canal Bridge
Contract No. 3127
Archie E. Averill, Contractor

Herewith copy of a request for an extension of time in the amount of 31 days, from July 31, 1949 to August 31, 1949, in which to complete the Westland Irrigation Canal Bridge in Umatilla County.

The contract for the construction of the Westland Irrigation Canal Bridge was to have been completed on July 31, 1949. All work on the structure, other than the finishing of concrete surfaces and cleaning up the site, was completed by that time. The structure is in use.

There will be no further engineering charges, and in view of these facts, it is recommended that the extension be granted without penalty to the contractor. This is a State project, and the concurrence of the Bureau of Public Roads is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

cc Mr. Williams
Mr. Paxson

RECEIVED
MAY 10 1949
FOR FILING

130-4210

3127

May 9, 1949

Mr. Archie R. Averill
Route 9, Box 874
Portland 2, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3127 which was awarded to you on April 11, 1949 by the State Highway Commission, covering Irrigation Canal Bridge on the Hermiston Highway in Umatilla County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

ORGEGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

[illegible]

RECEIVED
APR 15 1949
FOR FILING

130-4210

3127

April 14, 1949

Archie R. Averill
Route 9, Box 874
Portland 2, Oregon

Dear Sir:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for an Irrigation Ditch Bridge near Hermiston, in Umatilla County. This award was based on your low bid of $10,830 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc: S. H. Probert

30-4211 Stanfield-Pendleton-Adams 1949
Reoiling Project on three
#3128 state highways.

RECEIVED Boldock
DEC 5 1949
FOR FILING
30-4211

November 2nd, 1949

3128

FINAL COST ANALYSIS

Stanfield-Pendleton-
Adams Section
Contract #3128

Boardman-Stanfield, Old Oregon Trail
and Oregon-Washington Highways
Prefix 30-4211-201(46)

Reoiling

Newport Construction Co. and Russell Olson, Contractors
W. S. Hodge, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	33.43	Mile	$18.22	$100.00	$609.09	$3,343.00
Furnish and Place Aggregates	22,772.5	Cu. Yd.	3.18	3.55	72,328.07	80,842.38
Furnish and Place 151-200 Asphalt	1,930.36	Ton	35.56	40.00	68,659.88	77,214.40
					$141,597.04	$161,399.78

Gross Revenue	$161,399.78
Total Cost	141,597.04
Net Profit	$ 19,802.74

Net Profit Equals 12.3% of Gross Revenue

OTED

Detail of Cost

Labor:

Supervision		$1,122.40	
Labor		16,577.42	
State Industrial Accident Insurance		713.93	
Social Security		176.67	
Unemployment Insurance		530.04	
			$19,120.46

Materials:

151-200 Asphalt	1,930.36 Ton at $22.10	$42,660.96	
Freight on Asphalt	1,930.36 " " 6.40	12,354.30	
Mineral Aggregates	22,772.5 Cu. Yd. at $1.00	22,772.50	
			77,787.76

Equipment Rental and Miscellaneous:

Equipment Rental	$11,797.00	
Rented Equipment	755.89	
Rented Trucks, Including Gas, Oil, Grease and Drivers	26,660.13	
Gas, Oil and Grease	2,283.02	
Freight and Cartage	193.14	
Small Tools and Miscellaneous	280.02	
Bond	1,369.62	
Home Office and General Overhead	1,350.00	
		44,688.82

Total Cost $141,597.04

Remarks:

This was a "State Emergency Repair Project" calling for the construction of 30.82 miles of oil mat, of 2.84 miles of D-0-30 oil mat and of 33.69 miles of crushed rock shoulders. The project was bid and awarded April 11th, 1949; work was started June 2nd, and completed July 30th, 1949.

Oil aggregates were produced from the contractors' commercial gravel plant located on the Umatilla River near the east city limits of Pendleton at a cost of $1.00 per cubic yard. All materials were hauled from the plant to stockpile sites located along the project and from the stockpile sites to the road by hired trucks. Haul prices were $0.65 for material stockpiled on the Pendleton-Adams section, $0.90 for material stockpiled on the Pendleton-Stanfield section and $0.35 for hauling from the stockpile to the road.

Equipment used for oiling included three #12 blades, two 10-ton rollers, one 2,000-gallon distributor, one D4 tractor with Athey loader, one rented shovel, one Cleaver-Brooks booster, one Cleaver-Brooks boiler, two power brooms, one 4,000-gallon, two 2,000-gallon and one 3,000-gallon tenders, two equipment trailers, two pickups and one service truck.

Work progressed very well, with the average daily output being 67 tons of asphalt and 775 cubic yards of aggregates. This average was high considering the project consisted of light 0-11 and D-0-30 spreads.

At the finish of the oiling operations it was found that there was sufficient material along the edge of the roadway, and that additional materials for shoulders were not required. The item of furnish and place shoulder material was, therefore, deleted from the contract.

This project had excellent supervision, good equipment and much better labor was obtainable than on prior contracts. An excellent profit was shown by the contractor, especially on asphalt.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
OCT 31 1949
FOR FILING

30-42 11

3128

October 28, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3128, for recoiling on the Stanfield-Pendleton-Adams Section of the Boardman-Stanfield, Old Oregon Trail and Oregon-Washington Highways in Umatilla County, has been completed by the contractor, Newport Construction Co. and Russell Olson, and that final payment in the amount of $4,816.39 will be made on or after November 7, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $161,399.78, and that no force account work was performed on the project. This contract was completed August 1 and accepted by the Highway Commission August 19, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hanson & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD
10-28-49 gl

RECEIVED
AUG 16 1949
FOR FILING

30-4211

3128

August 15, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

This to advise you of the intention of the State Highway Commission to release to Newport Construction Company and Russell Olson a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3128 for reoiling on the Stanfield-Pendleton-Adams Section of the Boardman-Stanfield, Old Oregon Trail and Oregon-Washington Highways in Umatilla County. This payment, which is in the amount of $31,977.82, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $4,842.79. The present payment to the contractor will be made on or after August 25, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD

8-16-49

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT #9
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 30, 19 49

Section Stanfield-Pendleton-Adams

Kind of work Re-oiling

Highway Old Oregon Trail-Oregon Washington

Section prefix 30-4211

Contractor Newport & Olson

Contract number 3128

Date of contract April 11, 19 49

Date of completion Sept. 30, 19 49

Date work started April 18, 19 49

Estimated date of completion August 1, 19 49

Amount of contract $ 182,619.00

Per cent of time elapsed 64.0 %

Estimated cost of completed project, exclusive of engineering $189,923.76

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 3328.07, 30.4 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Bladed the shoulders the past week and have yet to pick up paper and dispose of it, will have this done in a day or two and complete the job.

Signed

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

✓

	GRADING Re-oiling	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	33.69				
Miles partially completed	33.69				
Miles completed	33.69				
Total estimated quantities	23,000				
Estimated quantities moved or placed to date	22,770				
Average daily quantities	760				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...1......., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair-windy		
Monday	Pt. Fair		
Tuesday	Pt.fair-windy		
Wednesday	Pt. Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

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AUG [illegible] 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 12 1949
FOR FILING

30-4211

3128

May 11, 1949

Newport Construction Co. and Russell Olsen
7031 N. E. Halsey St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3128, for reoiling on Stanfield-Pendleton-Adams Section of the Boardman-Stanfield, Old Oregon Trail and Oregon-Washington Highways in Umatilla County, awarded April 11, 1949.

Contract No. 3143, for grading and surfacing on the Umatilla Section of the Columbia River Highway in Umatilla County, awarded April 12, 1949.

Contract No. 3144, covering reoiling on the Washington State Line-Sunnyside Section of Sunnyside-Umapine Highway in Umatilla County, awarded April 12, 1949.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 3

RECEIVED
APR 15 1949
FOR FILING
30-4311
3128

April 14, 1949

Newport Construction Co.
7031 N. E. Halsey Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on Monday, April 11, 1949, awarded you the contract for 33.66 miles of oiling and rock shoulders on Stanfield-Pendleton-Adams Reoiling Project on three state highways, in Umatilla County. This award was based on your low bid of $182,619.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert

36-1012 Amity Section of the Pacific 1949
Highway West.
#3129

RECEIVED
OCT 31 1949
FOR FILING

36-1012

3129

October 28, 1949

United States Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3129, for grading and paving on the Amity Section of the Pacific West and Bellevue-Hopewell Secondary Highway in Yamhill County, has been completed by the Contractor, O.C. Yocom Co., and that final payment in the amount of $917.18 will be made on or after November 7, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise thatthe total contract amount is $30,572.76, and that no force account work was performed on the project. This contract was completed on August 12 and accepted by the Commission on September 21, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Robert P. Dawson
Route 2, Box 536
Beaverton, Oregon

NOTED ON CARD
10-28-49 gl

RECEIVED
OCT 3 1949
FOR FILING

36-7012

3129

September 30, 1949

O. C. Yocom Co.
P. O. Box 556
McMinnville
Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 15 days, from July 31 to August 15, 1949, within which to complete your contract No. 3129 covering the Amity Section of the Pacific West and Bellevue-Hopewell Secondary Highways in Yamhill County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Mason,
Division Engineer

H. G. Smith

NOTED ON CARD

9-30-49 gl

RECEIVED
SEP 26 1949
FOR FILING

36-1072
3129

September 23, 1949

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to O. C. Yocom Co., on contract No. 3129, for grading and paving on the Amity Section of the Pacific West and Bellevue-Hopewell Secondary Highway in Yamhill County. This payment, in the amount of $2,447.91, will be made on or after October 3, 1949. The retained percentage is $917.18.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

Mr. Robert P. Dawson
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD

9-23-49 j (

23 - 16

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 17, 1949

Section	Amity	Kind of work	Grading and Paving
Highway	Pacific West	Section prefix	36 - 1012
Contractor	O. C. Yocom Co.	Contract number	3129
Date of contract	April 11, 1949	Date of completion	July 31, 1949
Date work started	April 18, 1949	Estimated date of completion	August 12, 1949
Amount of contract	$31,841.00	Per cent of time elapsed	143.5 %

Estimated cost of completed project, exclusive of engineering . . . $30,572.76

Per cent of contract completed, based on total contract price . . . 100 %

Engineering cost to date $1903.33, 5.98 % Date project was completed August 12, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-final estimate was turned in to the Division Office Friday Morning.

This is the last report.

NOTED
H. G. SMITH

NOTED
H. W. LIBBY

RECEIVED
SEP 16 1949
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Signed James E Tolston

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M. B[illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.27	0.27			0.27
Miles partially completed					
Miles completed	0.27	0.27			0.27
Total estimated quantities	10,760	1,950			970 Tons
Estimated quantities moved or placed to date	8,065	2,244			1,014.1 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear, Warm		
Monday	"		
Tuesday	"		
Wednesday	Showers		
Thursday	"		
Friday	"		
Saturday	"		

State Printing Dept. 26750

RECEIVED
SEP 8 1949
FOR FILING

36-1012

3129

September 7, 1949

Oregon State Highway Commission

Request for extension of time
No. 7
September 19 and 20 meeting

Gentlemen:

Herewith is a request from G. C. Yocom Company for an extension of time on Contract No. 3129, Amity Section of the Pacific Highway West and Bellevue-Hopewell Highway, from July 31, 1949 to August 15, 1949.

All work on this project with the exception of the asphaltic concrete was completed by July 12. The contractor delayed laying the asphaltic concrete until August 8, in order that he might secure the material from a local plant rather than hauling from Portland. Neither the State nor the traveling public were inconvenienced by this delay, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
APR 27
FOR FILING

36-10-121

3129

April 27, 1949

O. C. Yocom Co.
P. O. Box 566
McMinnville
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3129, which was awarded to you on April 11, 1949 by the State Highway Commission, covering grading and paving on the Amity Section of the Pacific Highway West and Bellevue-Hopewell Secondary Highways in Yamhill County.

We will also send an executed copy of this contract to the surety on your bond.

Very truly yours

ORGEGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

4-8304 Necanicum Rock Production Project
on three state highways. 1949

#3130

4-8304 Necanicum Rock Production Project
on three state highways. 1949
#3130

RECEIVED
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FOR FILING
4-8304
3130

October 19, 1949

Hartford Accident and Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

Please be advised that State Highway Contract No. 3130, for rock production on the Necanicum Section of the Oregon Coast, Sunset and Necanicum Highways in Clatsop and Tillamook Counties, has been completed by the contractor, Jed Wilson, and that final payment in the amount of $982.91 will be made on or after October 29, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $26,819.88, and that no force account work was performed on the project. This contract was completed on August 23 and accepted by the Commission on September 21, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jaggar & Belden
601 Broadway
Seaside, Oregon

NOTED ON CARD
[illegible]-13-49

RECEIVED
OCT 3 1949
FOR FILING

4-8304

3130

September 30, 1949

Mr. Jed Wilson
Hamlet Route
Seaside, Oregon

Dear Sir:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 30 days, from July 31 to August 31, 1949, within which to complete your contract No. 3130 for rock production on the Necanicum Section of the Oregon Coast, Sunset and Necanicum Highways, in Clatsop and Tillamook Counties.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Eason,
Division Engineer

H. G. Smith

NOTED ON CARD

9-30-49 gk

RECEIVED
SEP 12 1949
FOR FILING

4-8304

2130

September 8, 1949

Hartford Accident & Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Jed Wilson, on contract No. 3130, for rock production on the Necanicum Section of the Oregon Coast, Sunset and Necanicum Highways, in Clatsop and Tillamook Counties. This payment, in the amount of $1,560.30, will be made on or after September 19, 1949. The retained percentage is $799.08.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hartford Accident and Indemnity Co.
Jaggar & Belden, Agent
601 Broadway
Seaside, Oregon

NOTED ON CARD
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RECEIVED
SEP 8 1949
FOR FILING

4-8304

3130

September 7, 1949

Oregon State Highway Commission

Request for extension of time
No. 6
September 19 and 20 meeting

Gentlemen:

Herewith is a request from Jed Wilson, Contractor, for an extension of time on Contract No. 3130, Necanicum Rock Production Project on the Oregon Coast, Sunset, and Necanicum Highways, from July 31, 1949 to August 31, 1949.

The State has not been inconvenienced by the delay incurred in this contract, and I would recommend that it be extended without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

Form E-1-5M-11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 27, 1949

Section Necanicum

Kind of work Rock Production

Highway Ore. Coast, Sunset, & Necanicum

Section prefix 4-8304

Contractor Jed Wilson

Contract number 3130

Date of contract April 12, 1949

Date of completion July 31, 1949

Date work started April 25, 1949

Estimated date of completion August 23, 1949

Amount of contract $29,040.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 27,456.00

Per cent of contract completed, based on total contract price . . . . %

Engineering cost to date $, %

Date project was completed August 23, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Wilson completed contract August 23 (Tuesday)

Crew remeasured last two piles on Wednessday. The Semi finale will be sent in next week.

Signed L. D. Marr.

Address Nehalem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Cloudy		
Wednesday	Rain		
Thursday	Cloudy		
Friday	Clear		
Saturday			

RECEIVED
AUG 30 1949
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

RECEIVED
AUG 30 1949
OFFICE OF
CONSTRUCTION ENGINEER

[illegible] Printing [illegible] [illegible]

RECEIVED
MAY 12 1949
FOR FILING
4-8304
3130

May 11, 1949

Mr. Jed Wilson
Hamlet Route
Seaside, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3130, which was awarded to you on April 12, 1949 by the State Highway Commission, covering rock production on the Necanicum Section of the Oregon Coast and Sunset and Necanicum Highways in Clatsop and Tillamook Counties. This copy is for your records and files.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 15 1949
FOR FILING

4-8304

3130

April 14, 1949

Mr. Jed Wilson
Hamlet Route
Seaside, Oregon

Dear Sir:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for the Necanicum Rock Production Project on three state highways, in Clatsop and Tillamook Counties. This award was based on your low bid of $26,100 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

mf
cc: S. H. Probert

7-4207 Powell Butte-Prineville Section
of the Ochoco Highway. 1949
#3131

RECEIVED
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FOR FILING

7-4207

3131

R. H. Baldock

November 23rd, 1949

FINAL COST ANALYSIS

Powell Butte-Prineville Section
Contract #3131

Surfacing & Reoiling
D. F. McKenzie, Contractor
A. A. Fossen, Resident Engineer

Ochoco Highway
Prefix 7-1105-201(46)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Material in Base	14,160	Cu. Yd.	$1.15	$1.10	$16,335.54	$15,576.00
Sprinkling	312.36	M-Gal.	2.15	2.00	670.57	624.72
Preparation of Base	6.9	Mile	120.82	200.00	833.68	1,380.00
Hauling & Placing Aggregates	971.5	Cu. Yd.	1.26	1.50	1,223.81	1,457.25
Furnish and Place Aggregates	4,623	" "	4.22	5.75	19,493.01	26,582.25
Furnish and Place 151-200 Asphalt	411.540	Ton	40.47	41.00	16,655.37	16,873.14
PA #1:						
18" Corr. Metal Pipe	54	Lin. Ft.	4.00	4.50	216.08	243.00
Struct. Excavation	8.24	Cu. Yd.	3.56	4.50	29.35	37.08
					$55,457.41	$62,773.44

Gross Revenue	$62,773.44
Total Cost	55,457.41
Net Profit	$ 7,316.07

Net Profit Equals 11.7% of Gross Revenue

NOTED
State Highway Engineer

Powell Butte-Prineville
D. F. McKenzie

Detail of Cost

Labor:

Supervision	$1,920.00	
Labor	14,918.36	
Payroll Insurance	916.04	
		$17,754.40

Materials:

18" Corr. Metal Pipe	54	lin. ft.	at $2.19	$118.26	
18" Bands	3	each	" 3.38	10.14	
Asphalt, 151-200	111.63	ton	" 21.00	2,344.23	
Asphalt, 151-200	186.25	"	" 15.50	2,886.88	
Asphalt, 151-200	113.66	"	" 16.60	1,886.76	
Frt. on Asphalt	111.63	"	" 6.90	770.25	
" " "	299.91	"	" 11.87	3,559.93	
Aggregates	4,623	cu. yd.	" 2.10	9,708.30	
Gravel, Royalty	9,750	" "	" 0.08	780.00	
					22,064.75

Equipment Rental & Misc. Expense:

Equipment Rental, Owned	9,259.78	
Gas, Oil and Grease	3,501.25	
P.L. & P.D. Insurance	602.00	
P.U.C. Fees	348.14	
Small Tools and Misc. Supplies	295.23	
Bond	376.39	
Home Office and General Overhead	1,255.47	
		15,638.26

Total Cost $55,457.41

Remarks:

This was a "State Emergency Repair Project". The contract, calling for surfacing and oiling of 3.5 miles and reoiling of 3.4 miles, was bid and awarded April 12th, 1949. Work was started on the project June 15th, 1949, and completed August 17th, 1949.

For construction of the rock base the contractor elected to use the designated gravel bar 2.5 miles north of M.P. 7.84. Approximately 4,400 cu. yds. of material was taken from this source and this pit became depleted. The contractor then leased a privately-owned source adjacent to the state-controlled pit, and the remainder of the material was obtained here. Part of this material contained oversized gravel which was removed by means of a grizzly screen. This material was loaded with a Lima 3/4-yard shovel, hauled to road with six to eight 5 cu. yd. company-owned trucks, and street work was done with an Austin-Western #99 blade and a 10-ton roller. Average production on this item was 66 cu. yds. per hour.

Aggregates for this project, with the exception of the 971.5 cu. yds. which was used from state-owned stockpiles, was purchased from the Prineville Sand and Gravel Co. The contractor had a very high bid price on this item and most of the profit on this project was made on this item.

Eight cars of asphalt were shipped from Bay District, and three cars of asphalt were shipped from Portland. All asphalt cars were spotted on a siding at Redmond and hauled to the project with two oil tenders. Oil was spread with a 1,500-gallon Etnyre distributor. Because of an unusually long haul on aggregate, production on oil was only 27 tons per day, and only a small profit was realized on this item.

The contractor had good equipment and good supervision. The material in base item was bid too low, but a high bid price for furnishing and placing of aggregates allowed the contractor a good profit on this project.

E. H. Clymer
Cost Analyst

By . . C. Swenson

RECEIVED
SEP 29 1949
FOR FILING

2-4207

3131

September 28, 1949

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

Please be advised that State Highway Contract No. 3131, for surfacing on the Powell Butte-Prineville Section of the Ochoco Highway in Crook County, has been completed by the contractor, D. F. McKenzie, and that final payment in the amount of $1,872.53 will be made on or after October 8, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $62,773.44, and that no force account work was performed on the project. This contract was completed on August 2 and accepted by the Commission on September 21, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

The L. H. Hagan Agency

NOTED ON CARD
9-28-49 gl

RECEIVED
SEP 27 1949
FOR FILING

7-4207

3131

September 26, 1949

Prineville Sand & Gravel Company
Prineville, Oregon

[redacted]

Gentlemen:

Reference is made to your letter dated September 22, 1949, regarding quantities of crushed rock aggregate used by A. F. McKenzie on the Prineville and Redmond Highways.

There were 4,623 cubic yards of aggregates furnished and placed by Mr. McKenzie on the Powell Butte-Prineville Section, State Highway Contract No. 3131.

The semi-final payment on this job will be ~~paid~~ made in the next few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DSP/ge

Phone 24-J

A. A. HARDESTY

PRINEVILLE SAND & GRAVEL CO.
Crushed, Screened and Washed Gravel
PRINEVILLE, OREGON

Sept. 22 - 1949

State Highway Department.
Salem Oregon.

Gentlemen:

Please inform me of the crushed rock aggregate used by Mr. McKenzie on the Prineville and Redmond highway, also would like to know when the pre-final will be paid.

Very truly yours,
Prineville Sand + Gravel Co.
Arthur A. Hardesty.

RECEIVED
SEP 12 1949
FOR FILING

7-4207
3131

September 6, 1949

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14
Washington

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to D. F. McKenzie, on contract No. 3131, for surfacing on the Powell Butte-Prineville Section of the Ochoco Highway in Crook County. This payment, in the amount of $895.26, will be made on or after September 16,1949. The retained percentage is $1,883.53.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

HBG
G
Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

The L. H. Hagen Agency
Beaver Bldg.
Oregon City, Oregon

NOTED ON CARD
9-6-49 gl

Form E-1—5M—7-40

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 27, 1949

Section Powell Butte-Prineville

Kind of work Oilmat Surfacing

Highway OCHOCO

Section prefix 7-4207

Contractor D.F.McKenzie

Contract number 3181

Date of contract April 12, 1949

Date of completion August 31, 1949

Date work started June 14, 1949

~~Estimated~~ date of completion August 2, 1949

Amount of contract $ 62065.

Per cent of time elapsed 82.4 %

Other items 7300.

Estimated cost of completed project, exclusive of engineering

Semi-final figures $ 62504.36

3592.90

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $4143.18, 6 %

Date project was completed Aug 2, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Hauling and placing of gravel started on June 15 and was completed on July 7 13, with maintenance blading and rolling of newly constructed base continuing until Monday the 10th. The gravel base used was from the designated pit North of MP 7.84. Our pit was depleted on June 24 and the contractor purchased the needed balance from the owner of a pit 0.2 miles northerly from our holdings. Oiling work over this section MP 6.5 to MP 10 began on Monday July11 and was completed on July 20.

The placing of the 00 -11 oilmat on Unit B (MP 14 to 17.4) got underway on the afternoon of July 20 and this was completed on July 29th except for maintenance brooming which continued until Aug. 2,1949.

~~Fiel~~ Final cleanup and replacing of borrowed aggregates were completed on Aug 17.

Semi-final estimate submitted to the Bend Division office on Aug 29 1949.

Final report

Signed

Address 1290-Wall St BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

E. M. BOOTH

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		3.5		6.9	
Miles partially completed					
Miles completed		3.5		6.9	
Total estimated quantities		~~141~~14700		1820 cy 1½" from State Pile 3580 cy Agg 500 T asph.	
Estimated quantities moved or placed to date		14170		971.5 from state pile 4625 from commercial 411.54 Tons asph.	
Average daily quantities					
Average daily quantities necessary to complete project on time				Semi-final figures	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
AUG 28 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 13
FOR FILING

7-4207

3131

May 13, 1949

Mr. D. F. McKenzie
1465 Mission St.
Salem, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3131 which was awarded to you on April 12, 1949 by the State Highway Commission, covering the Powell Butte-Prineville Section of the Ochoco Highway in Crook County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 15 1949
FOR FILING
7-4207
3131

April 15, 1949

Mr. D. F. McKenzie
1465 Mission Street
Salem, Oregon

Dear Sir:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for surfacing and oiling the Powell Butte-Prineville Section of the Ochoco Highway, in Crook County. This award was based on your low bid of $62,065 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

af
cc: S. H. Probert

8-3715 Harris Beach Park Road Grading 1949
& Surfacing Project.
#3132

RECEIVED
NOV - 1 1949
FOR FILING
8-3715

October 31st, 1949

FINAL COST ANALYSIS
Harris Beach Park
Grading and Surfacing

Contract #3132
Jack Robinson, Contractor

Prefix 8-3715
George C. Baker, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$558.80	$1,320.00
Struct. Excavation	85.3	Cu. Yd.	3.00	1.96	167.50	255.90
Trench "	23.38	" "	3.00	2.10	49.10	70.14
Gen'l. "	7,281.4	" "	0.90	0.73	5,307.96	6,553.26
Finishing R/B & Slopes	.242	Mile	1,950.00	1,138.43	275.50	471.90
Rounding Cutbanks	745	Lin. Ft.	0.10	0.10	74.50	74.50
12" Concrete Pipe	12	" "	2.00	1.46	17.57	24.00
18" " "	120	" "	2.95	2.44	292.80	354.00
Placing Gravel Topping	295	Cu. Yd.	1.00	0.60	177.00	295.00
Hauling " "	827.5	Yd. Mi.	0.20	0.14	115.85	165.50
PA #1, 8" Perf. Metal Pipe Coated	216	Lin. Ft.	2.00	1.63	352.08	432.00
PA #1, Placing Gravel Backfill	36	cu. yd	1.25	0.95	34.20	45.00
Force Account					54.50	65.22
					$7,477.36	$10,126.42

Gross Revenue	$10,126.42
Total Cost	7,477.36
Net Profit	$ 2,649.06

Net Profit Equals 26% of Gross Revenue

NOTED
State Highway Engineer

Harris Beach Park
Contract #3132

Detail of Cost

Labor:			
Supervision		$600.00	
Labor		1,420.09	
Labor Insurance		151.51	
			$2,171.60
Materials:			
8" Corr. Metal Pipe and Bands	216 lin. ft. at	$308.89	
12" Concrete Pipe	12 " " " 1.06 inc. freight	12.75	
18" " "	120 lin. ft. at 1.94 inc. freight	233.70	
			555.34
Equipment Rentals & Misc. Supplies:			
Equipment Rentals, Owned		$2,190.00	
" " , Hired		793.50	
Move In and Out		757.04	
Cement		2.80	
Lumber		2.00	
Explosives		51.45	
Bond		75.95	
Misc. Supplies & Small Tools		693.28	
Freight		184.40	
			4,750.42
Total Cost			$7,477.36

Harris Beach Park Road
Contract #3132

Remarks:

This contract for grading and surfacing 0.26 mile from the Oregon Coast Highway westward to the Beach was a "State Project", and was bid and awarded April 12th, 1949. Work started April 20th, 1949, and was completed June 15th, 1949.

Clearing was started on April 20th, 1949, with a TD-9 cat and dozer and an 8 cu. yd. scraper, one 105 compressor, one jackhammer, one grader and one loader with ditch digging attachments. There was a small amount of rock encountered in this excavation but it did not require a great amount of drilling and shooting. The excavation was moved easily and a nice profit was realized.

Topping was taken from state-owned stockpile located in the town of Brookings and hauled to the new grade. Equipment used consisted of one loader and three trucks, and a grader was used to spread rock on the grade.

Considerably less solid was encountered than was anticipated and a good profit was realized on the project.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
FOR FILING
8-3715
3132

July 29, 1949

Hartford Accident & Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

Please be advised that State Highway Contract No. 3132, for grading and surfacing on the Harris Beach Park Section Approach Road in Curry County, has been completed by the contractor, Jack Robinson, and that final payment in the amount of $782.40 will be made on or after August 8, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $10,126.42, of which amount $65.22 represents force account items. This contract was completed on June 15 and accepted by the Highway Commission on June 28, 1949.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Merrill D. Ohling,Insurance
275 State St.
Salem, Oregon

NOTED ON CARD
7-29-49 gR

RECEIVED
JUL 21 1949
FOR FILING

8-37/5

3132

July 19, 1949

Oregon State Highway Commission

Gentlemen:

During construction of the Harris Beach Park Roadway, Contract No. 3132, underground water was encountered which necessitated additional excavation and the installation of some $900 worth of drainage pipe. This resulted in an overrun of the project authorization in the amount of $1,290.00. Authority is requested to increase the project authorization from $9,892.85 to $11,183.00.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. S. H. Probert
Mr. H. G. Smith
Mr. S. H. Boardman

RECEIVED
JUL 11 1949
FOR FILING

8-3715

3132

July 8, 1949

Hartford Accident & Indemnity Co
Hartford 15
Connecticut

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Jack Robinson, on contract No. 3132, covering grading and surfacing of an approach road to Harris Beach State Park, in Curry County. This payment, in the amount of $1,982.12, will be made on or after July 18, 1949. The retained percentage is $750.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mo

cc - Merrill D. Ohling
275 State Street
Salem, Oregon

NOTED ON CARD
7-8-49
eo

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 2, 1949

Section Harris Beach Park

Kind of work Grading and Surfacing

Highway Approach Road

Section prefix 8-3715

Contractor Jack Robinson

Contract number 3132

Date of contract April 12, 1949

Date of completion June 15, 1949

Date work started April 20, 1949

Estimated date of completion ...., 19....

Amount of contract $ 8,993.50

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $ 10,101.75

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 10,082.21, 10.71 %

Date project was completed JUNE 15 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final Estimate was completed and expressed to the Division Office Wednesday.

Signed Geo. E. Baker Resident Engineer

Address Box 741, Port Orford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M. BOOTH

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed	0.2413	0.2413			
Total ~~estimated~~ quantities	7,255.7	295 + B.Fill	36 Cu.Yds		
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
JUL 5 - 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 13 1949
FOR FILING

8-3715

3132

May 13, 1949

Mr. Jack Robinson
Route 1, Box 15
Bend, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3132 which was awarded to you on April 12, 1949 by the State Highway Commission, covering the Harris Beach Park Section of the Approach Road in Curry County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 15 1949
FOR FILING

7-2715

3122

April 15, 1949

Mr. Jack Robinson
Waldport
Oregon

Dear Sir:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for the Harris Beach Park Road Grading and Surfacing Project, in Curry County. This award was based on your low bid of $8,993 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert

RECEIVED
DEC 16 1948
FOR FILING

8-3715

3/22

1a-3

Salem, Oregon
November 9, 1948

adm
Letters
[illegible]

Mr. H. G. Smith
Construction Engineer
Office

The State Highway Commission has approved the construction of the roadway leading from the Coast Highway to Harris Beach State Park, at an estimated cost of $9,210, which estimate is in accordance with the reconnaissance survey as made by Mr. Waller.

Will you please arrange to have a location survey of the roadway made, when personnel are available, and prepare plans for contract letting.

W. C. Williams
Assistant State Highway Engineer

WCW:mo

cc Mr. S. H. Boardman

OREGON STATE HIGHWAY DEPARTMENT
REPORT ON RECONNAISSANCE SURVEY
HARRIS BEACH STATE PARK ROAD
CURRY COUNTY

J. F. Waller
Locating Engineer

October 1948

In accordance with letter of authority dated September 27th, 1948, a reconnaissance survey has been made for a road from the Oregon Coast Highway to the beach in Harris Beach State Park, and the following report is submitted:

Proposed Routes

There are three feasible routes as follows: Route No. 1 follows down the northwest side of Harris Creek. Route No. 2 leaves the highway just south of Harris Butte and runs northwest to the beach west of the butte. Route No. 3 leaves the highway south of Harris Butte and runs southeasterly to the beach, then continues up to the highway near the southerly boundary of the state park.

Description of Route No. 1

Starting from Station 634+00 of the Oregon Coast Highway, elevation 90, the present -5.5 percent grade is continued for six hundred feet. From Station 4 to the end at Station 21, elevation 22, this route follows close to an old pioneer road. Along this road now is a thick growth of gorse.

The length of this route is 2100 feet. The maximum grade is 5.5 percent. The maximum curve is 28-degree. The estimated cost of construction is $12,160 as follows:

Clearing and Grubbing	3	Acres at $300.00	$900
Excavation and Borrow	13,000	Cu. Yds. at $0.30	3,900
Structural Excavation	40	Cu. Yds. at $3.00	120
Overhaul	10,000	Cu. Yd. Sta. at $0.02	200
Truckhaul	1,000	Cu. Yd. Mi. at $0.18	180
Rounding Cutbanks	1,000	Lin. Ft. at $0.15	150
Finishing	0.4	Mile at $540.00	215
18" Pipe	62	Lin. Ft. at $3.40	210
36" Pipe	100	Lin. Ft. at $8.75	875
Surfacing - Crushed Rock from Stockpile	945	Cu. Yd. at $3.50	3,310
Right of Way	4	Acres at $250.00	1,000
		Total	$11,060
		+10%	1,100
		Total	$12,160

Description of Route No. 2

Starting from Station 654+00 of the Oregon Coast Highway, elevation 136.6, this proposed route drops on 12.5 percent grade southwest of Harris Butte. The material below the butte consists of boulders. The estimate for excavation includes grading the point at the beach to elevation 30 for a parking area.

RECONNAISSANCE SURVEY - HARRIS BEACH STATE PARK ROAD

The length of this route is 1140 feet. The estimated cost of construction is $9,210 as follows:

Clearing and Grubbing	1 Acre at $300.00	$300
Excavation	8,000 Cu. Yds. at $0.70	5,600
Structural Excavation	10 Cu. Yds. at $3.00	30
Overhaul	3,000 Cu. Yd. Sta. at $0.02	60
Truckhaul	1,000 Cu. Yd. Mi. at $0.18	180
Rounding Cutbanks	800 Lin. Ft. at $0.15	120
Finishing	0.22 Mile at $540.00	120
18" Pipe	52 Lin. Ft. at $3.40	177
Surfacing - Crushed Rock from Stockpile	510 Cu. Yd. at $3.50	1,785
	Total	$8,372
	+10%	838
	Total	$9,210

Description of Route No. 3

Starting from Station 654+00 of the Oregon Coast Highway, elevation 136.6, this proposed route drops on nine percent grade to a proposed parking area at Station 14, elevation 32. From Station 14 to Station 18 estimate has been made to daylight the cut for parking area. From Station 18 the line climbs on nine percent grade to the southeast to connect to the present highway. Station 30 is identical to Station 682+50, elevation 126.

The length of this route is 3000 feet. The maximum grade is nine percent and the maximum curve is 28-degree. The estimated cost of construction is $20,400 as follows:

Clearing and Grubbing	1/2 Acre at $300.00	$150
Clearing and Grubbing	1 Acre at $100.00	100
Excavation, Unclassified	18,000 Cu. Yd. at $0.60	10,800
Excavation, Structural	50 Cu. Yd. at $3.00	150
Overhaul	15,000 Cu. Yd. Sta. at $0.02	300
Truckhaul	3,000 Cu. Yd. Mi. at $0.18	540
Rounding Cutbanks	2,000 Lin. Ft. at $0.15	300
Finishing	0.55 Mile at $540.00	300
18" Pipe	200 Lin. Ft. at $3.40	680
30" Pipe	66 Lin. Ft. at $7.60	500
Surfacing - Crushed Rock from Stockpile	1,350 Cu. Yd. at $3.50	4,725
	Total	$18,545
	+10%	1,855
	Total	$20,400

It should be noted that if the straight nine percent grades used on Route No. 3 be increased and then flattened a considerable saving in excavation would result.

Also, it is not necessary to construct all of Route No. 3. Either leg from the highway to the beach probably would be sufficient and the above estimate would be approximately cut in half.

Route No. 1 down Harris Creek is undoubtedly the natural route to the beach, but it lies outside the park and right of way would have to be bought. The flat near the mouth of Harris Creek would allow ample parking area, but to the writer the beach here is not as attractive as the beach to the south which would be reached by Route No. 3.

The estimates of cost of construction have been made for a 26-foot roadbed with six inches of compacted crushed rock surfacing eighteen feet wide.

The following is a summary of the three routes:

	Length	Estimated Cost of Construction
Route No. 1	2,100 Feet	$12,160
Route No. 2	1,140 Feet	9,210
Route No. 3	3,000 Feet	20,400

A print of map on scale one inch equals 200 feet with profile of each route accompanies this report.

Respectfully submitted,

J. F. Waller
Locating Engineer

R

RECEIVED
OCT 28 1948
FOR FILING

Coast
[illegible]
Ore Coast Hwy (Curry)

October 27, 1948

Oregon State Highway Commission

Cross Referenced To:
Adm
Letters
Comm

Gentlemen:

At the last meeting of the Highway Commission, you requested that an investigation and report be made as to the feasibility of constructing a roadway to the beach in Harris Beach State Park.

We have made an investigation and found that three routes are feasible, such routes being indicated on the map attached to the reconnaissance report, a copy of which is enclosed for your information.

After studying the three routes in question, it would appear that Route 2, which can be constructed for $9,210.00, will adequately serve the purpose, and it is recommended that this route be approved.

The estimated cost of $9,210.00 includes the grading of a parking area sufficient for the parking of 120 cars.

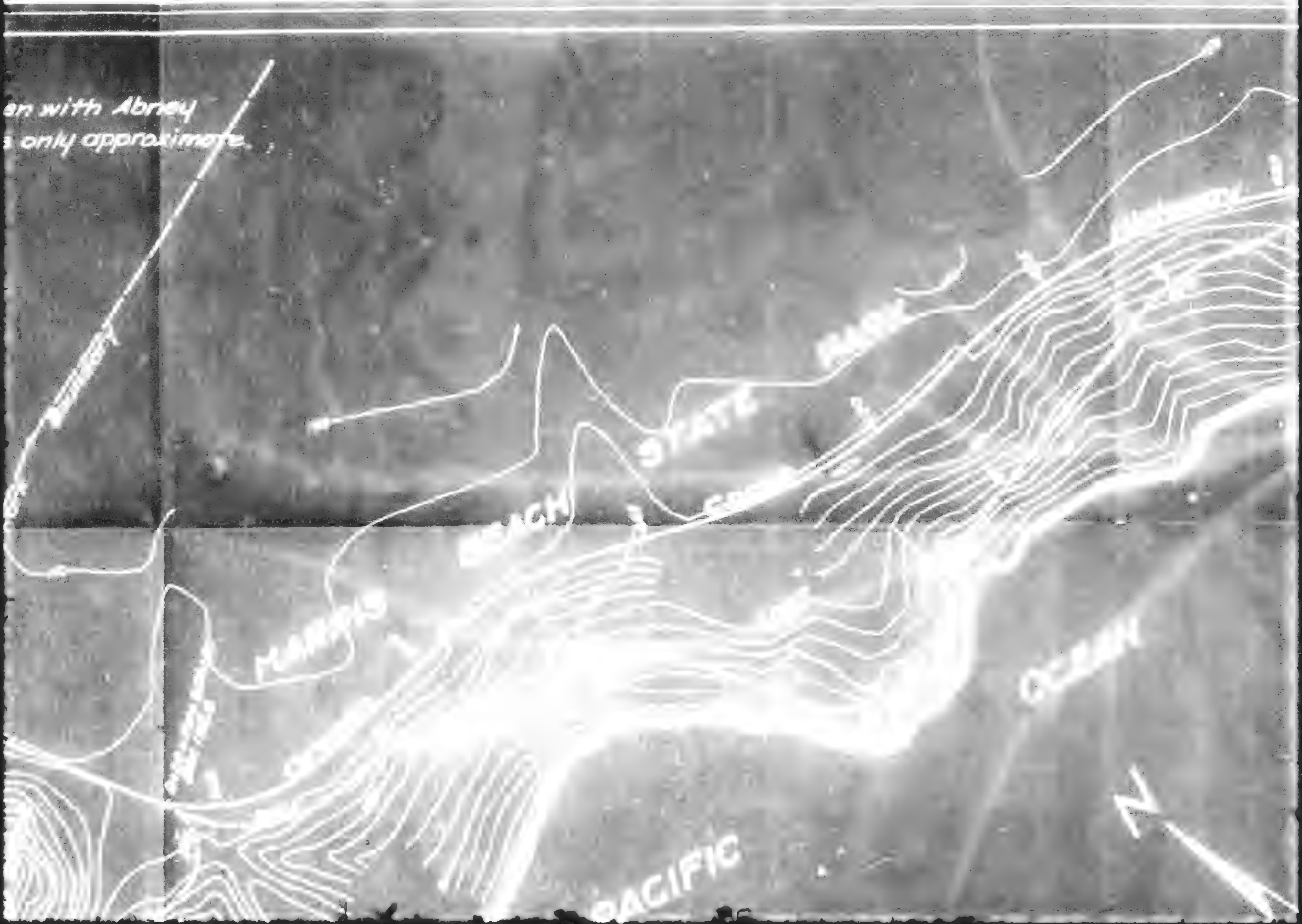
Very truly yours,

R. H. Baldock
State Highway Engineer

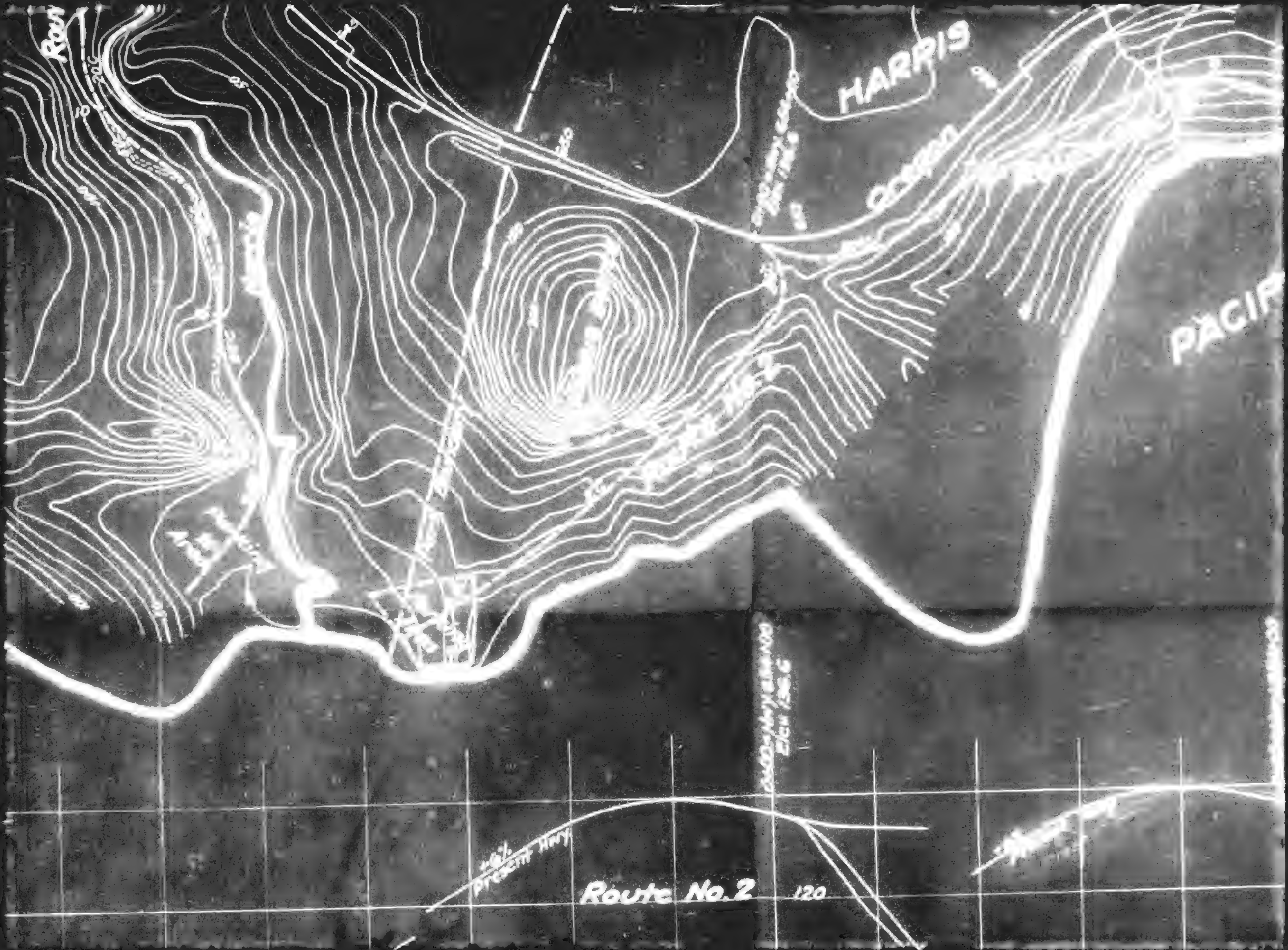
Encl.

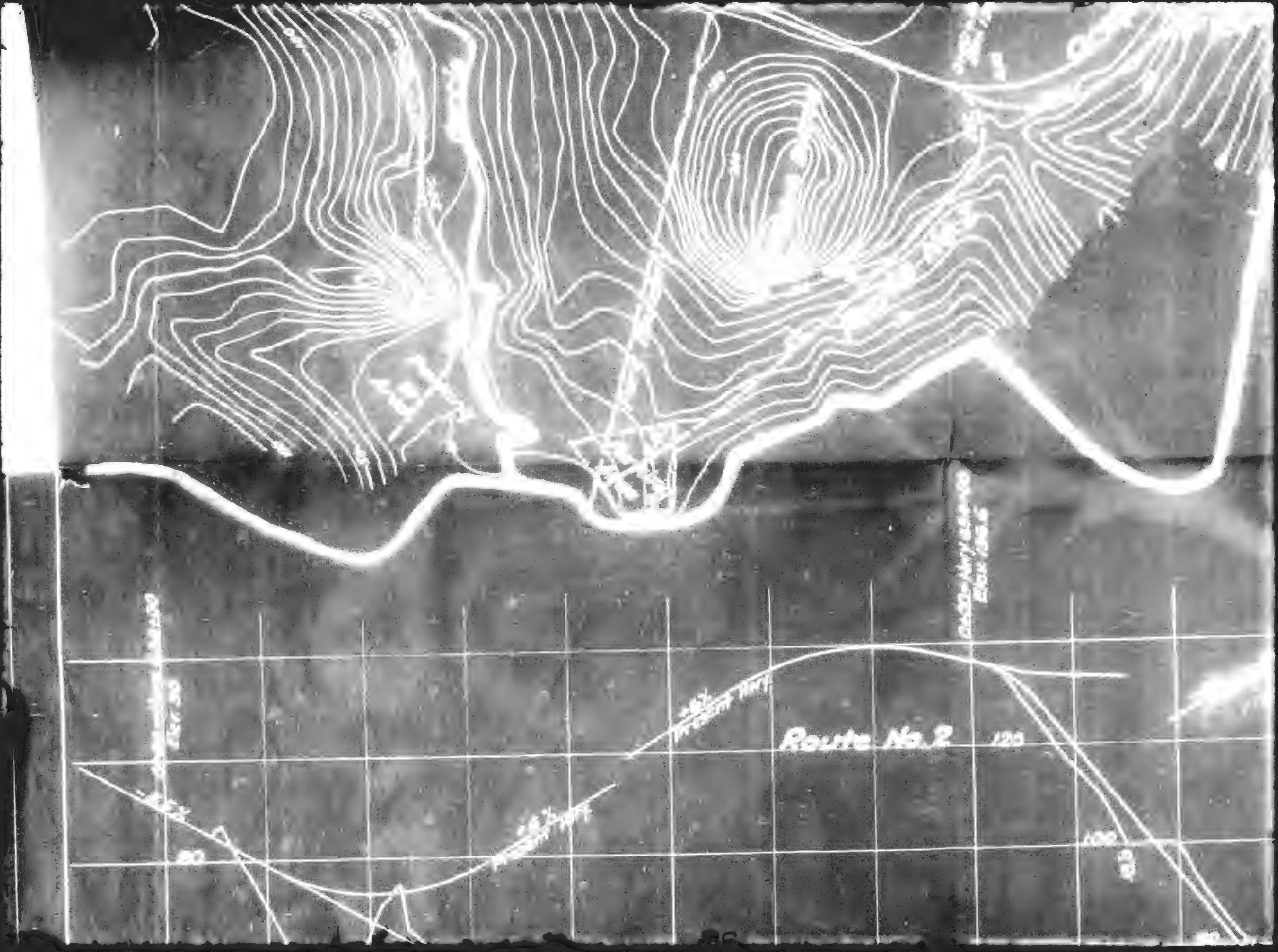
cc: W. C. Williams

Note:— Topography taken with Abney hand level and is only approximate.

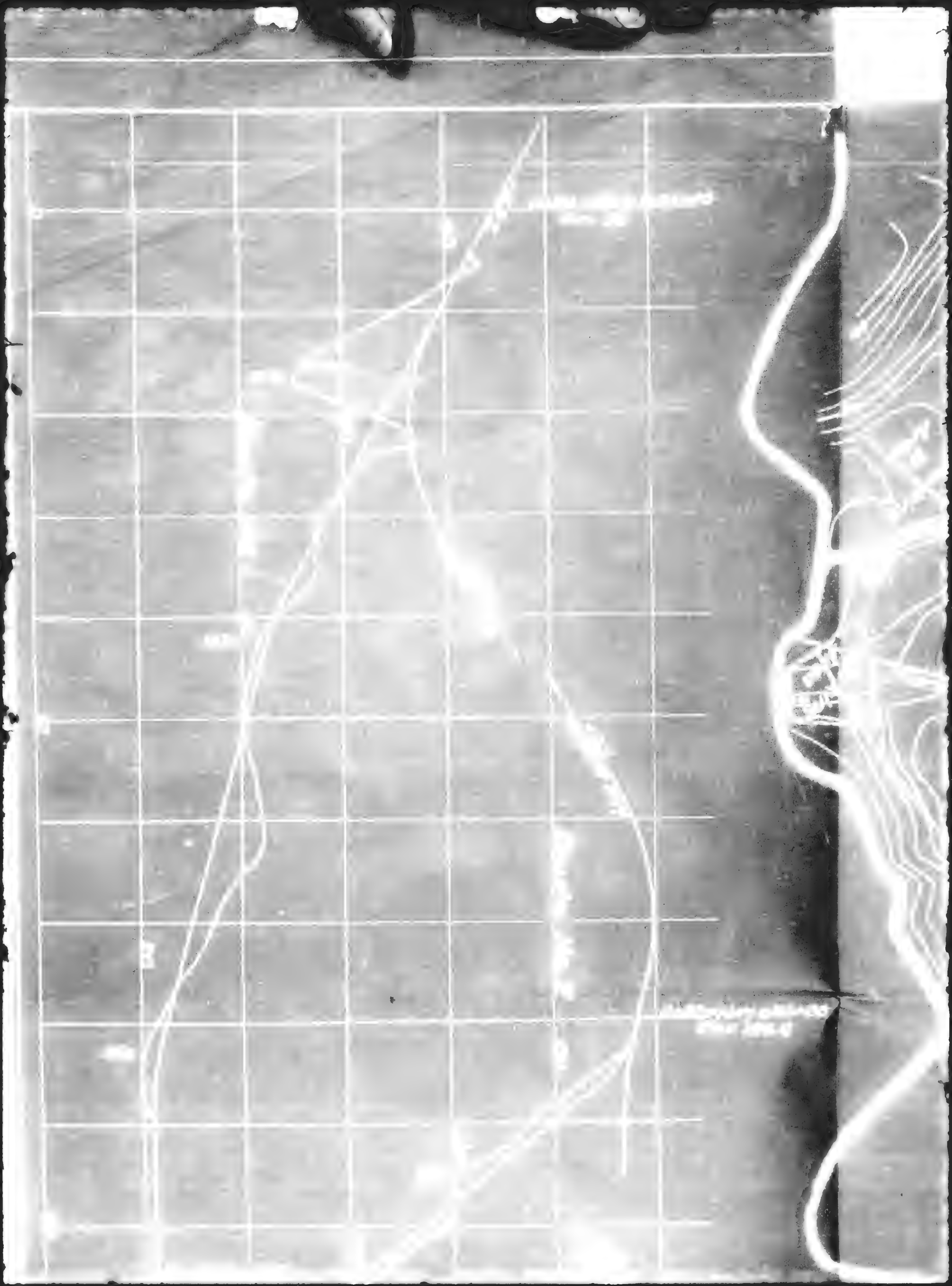

en with Abney
s only approximate.
HARRIS
BEACH
STATE
PARK
PACIFIC
OCEAN
N

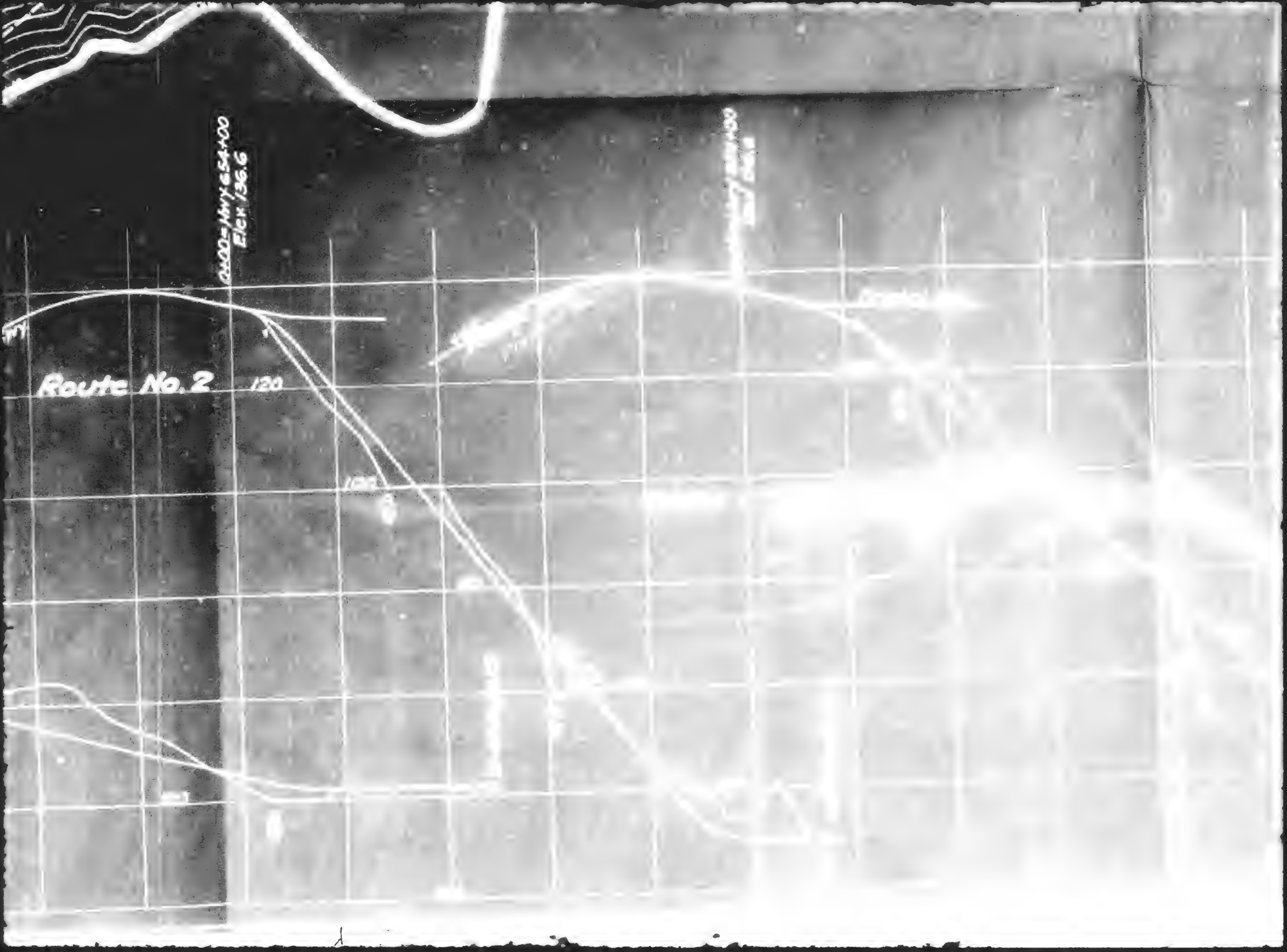
Scale - 1 in.
Oct.

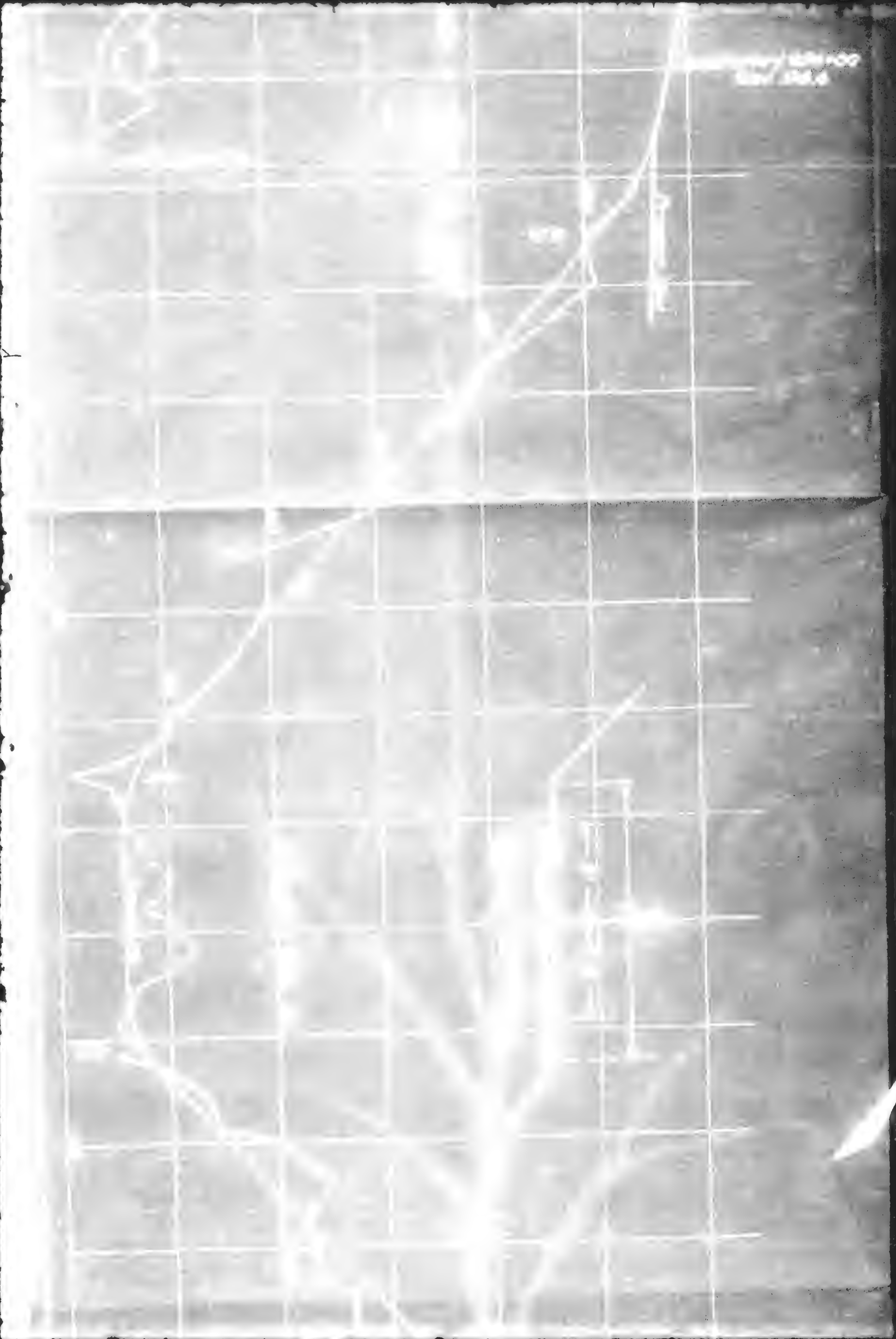

Rou
HARRIS
OCEAN
PACIF
0+00 = Hwy 654+00
Elev 136.6
Present Hwy
Route No. 2
120
50
100
200



Elev. 50
Elev. 196.6
Present Hwy
Route No. 2
120
100
80




Route No. 2
120
0+00 = Hwy 654+00
Elev 136.6



20 ft
45°
6
6
12 ft

110-4211 Paint all structural steel 1949
on Smith Ferry Bridge over
#3133 Umpqua River on Elkton-Sutherlin

RECEIVED
JUN 29 1949
FOR FILING

110-42-11

3133

June 27, 1949

General Casualty Co.of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No.3133, covering painting of the Smith Ferry Bridge on the Elkton-Sutherlin Highway in Douglas County, has been completed by the contractor, Hall & Wols, and that final payment in the amount of $1,495.00 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $4,600.00, and that no force account work was performed on the project. This contract was completed on June 19, 1949 but has not been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting on this date.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD

6-27-49 gl

RECEIVED
MAY 12 1949
FOR FILING

110-4211

3133

May 11, 1949

Hall & Wols
2764 N. W. Thurman St.
Portland 10, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on April 12, 1949, as follows:

Contract No. 3133, for painting Smith Ferry Bridge on the Elkton-Sutherlin Highway in Douglas County.

Contract No. 3138, for painting the Kernville and Yachats River Bridges in Lincoln County.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
APR 15 1949
FOR FILING
110-4211
3133

April 15, 1949

Hall & Wels
2764 N. W. Thurman Street
Portland 10, Oregon

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for painting all structural steel in Smith Ferry Bridge over Umpqua River on the Elkton-Sutherlin Highway, in Douglas County. This award was based on your low bid of $4,600 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert
G. S. Paxson

20-1122 Cottage Grove Bridges 1949
Construct two Bridges and
roadway approaches on Pacific Hwy.
#3134

RECEIVED
FOR FILING
20-1122

OREGON STATE HIGHWAY COMMISSION

Feb. 17, 1950
(Date)

3134 (Contract No.)
10-Final (Est. No.)
Hamilton & Thoms (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
2162	368687	5,813.31	2/16/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: FEB 20 [illegible]

2-20-50

OREGON STATE HIGHWAY COMMISSION

Feb. 17, 1950
(Date)

3134	10-Final	Hamilton & Thoms
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
2162	368687	5,813.31	2/16/50

~~Dated~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: March 31,1950 ACCOUNTING DIVISION

Completed: Dec. 13, 1949
Contract Accepted: Feb. 6, 1950

Time Extensions: None Needed

7 Q Penalties: None of record

Claims: None of record

Remarks:

Date: 2-17-50

Accounting Division:

Release of the above warrant is hereby authorized:

HBGlaisyer
H. B. Glaisyer

Warrant Mailed:

RECEIVED
FEB 8 1950
FOR FILING

20-1122

3134

February 8, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3134, for work on the Cottage Grove and Latham Bridges on the Pacific Highway in Lane County, has been completed by the contractor, Hamilton & Thoms, and that final payment in the amount of $5,813.31 will be made on or after February 17, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $190,543.80, and that no force account work was performed on the project. This contract was completed December 13 and accepted by the Commission December 19, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD
2-8-50 gl

RECEIVED
JAN 23 1950
FOR FILING

20-112.5

3134

January 23, 1950

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Attention: A. Van R. Schermerhorn

Gentlemen:

We have your letter of January 18 in which you requested the acceptance date and the final amount of Contract No. 3134 with Hamilton and Thoms for work on the Cottage Grove and Latham bridges on the Pacific Highway in Lane County.

This job was completed on December 13, 1949, and accepted by the Commission on December 19, 1949. Inquiry as of today reveals that the final amount has not as yet been determined. The semi-final estimate as of December 13 shows a total amount of $190,443.80.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

H. T. HANSEN, PRES. I. C. ROWLAND, SECY.

HANSEN & ROWLAND INC.

GENERAL AGENTS

SURETY BONDS · GENERAL INSURANCE

TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

January 18, 1950

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

3134

12-13
semi final
198,443.80

State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Re: Bond No. 55322 - Hamilton & Thoms to State of Oregon as Construction of Cottage Grove Bridges and Roadway Approaches thereto in Lane County.

Gentlemen:

Please advise if this contract has been accepted and if so the date of acceptance and amount.

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

A. Van R. Schermerhorn

A. Van R. Schermerhorn
Mgr., Surety Bond Dept.

AVRS:elo

RECEIVED
[illegible]
[illegible]
[illegible]

RECEIVED
[illegible] 1950
FOR FILING

20-11222
3134

January 19, 1950

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Hamilton & Thoms, on contract No. 3134, covering paving on the Cottage Grove Section and construction of Latham Bridges on the Pacific Highway in Lane County. This payment, in the amount of $12,520.58, will be made on or after January 30, 1950. The retained percentage is $5,713.31.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

[illegible]
1-19-50 gl

Form E-1—6M—7-49

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 14, 1950

Section Cottage Grove-Latham Bridges

Kind of work Bridge and Highway Construction

Highway Pacific

Section prefix 20-1122

Contractor Hamilton & Thoms

Contract number 3134

Date of contract April 12, 1949

Date of completion March 31, 1950

Date work started April 25, 1949

Estimated date of completion , 19

Amount of contract $ 191,450.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 191,450.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 10,000.00, 5.2%

Date project was completed December 15, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

COTTAGE GROVE-LATHAM BRIDGES

HIGHWAY

Three men worked part time this week completing the semi-final estimate quantities for the grading and paving in connection with the above mentioned bridges.

NOTED
H. W. LIBBY

NOTED
E. G. SMITH

Signed E. B. Umphlette

Address 2141 East 15th str. Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.27	0.27			0.27
Miles partially completed					
Miles completed	0.27	0.27			0.27
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Rain		
Tuesday	Snow		
Wednesday	Snow		
Thursday	Snow & Sleet		
Friday	Rain		
Saturday			

RECEIVED
JAN 1 6 1950
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 12 1949
FOR FILING

20-1122
3134

May 11, 1949

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3134 which was awarded to you on April 12, 1949 by the State Highway Commission, covering the Cottage Grove and Lathem Bridges Sections of Pacific Highway in Lane County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 15 1949
FOR FILING

20-1122

5134

April 15, 1949

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for the Cottage Grove Bridges, and Roadway approaches on the Pacific Highway, in Lane County. This award was based on your low bid of $191,405 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert
G. S. Paxson

20-3414 Eugene Building, Masonry 1949
Office Bldg.
#3135

RECEIVED
FOR FILING

20-3414

3135

February 20, 1951

Rathbone, King, and Seeley
Insurance Underwriters
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3135, awarded to Rath and Morris for construction of a building in Eugene, was completed on October 31, 1949 and accepted by the Commission on November 8, 1949.

Final payment was made to the contractor on December 1, 1949 and the total amount of the contract was $22,503.35.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

INGSEE
LEYS, NEW ADDITION
SCOTTS, TENTH ADDITION

Rathbone, King & Seeley
INSURANCE UNDERWRITERS

114 SANSOME STREET · SAN FRANCISCO 4 · GARFIELD 1-3900
111 WEST SEVENTH STREET · LOS ANGELES 14 · VANDIKE 3121
310 S.W. FOURTH STREET · PORTLAND 4 · BEACON 7297

PORTLAND 4 Oregon
February 19, 1951

Oregon State Highway Department
State of Oregon
Salem Oregon

3135

Attention - H. B. Glaisyer
Secretary

Rath & Morris - Contractors
American Casualty Bond #94293 to
State of Oregon Highway Commission
for Construction of Masonary Block
Building - $22,237.00

Dear Mr. Glaisyer:

Will you be kind enough to advise us the date of completion of the above job and the final amount paid to the contractor, Rath & Morris of Elmira, Oregon?

Thank you for this information.

Yours very truly,

RATHBONE, KING & SEELEY

Elwyn A Wride

Elwyn A. Wride

EAW:rsp

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

TO
BY SECRETARY

[illegible]

AMERICAN CASUALTY COMPANY · AMERICAN AVIATION & GENERAL INSURANCE CO
CENTRAL SURETY AND INSURANCE CORPORATION · MERCHANTS INDEMNITY CORP. OF NEW YORK
MERCHANTS FIRE ASSURANCE CORPORATION OF NEW YORK · PEERLESS CASUALTY COMPANY
THE CENTURY INSURANCE COMPANY LIMITED · THE PACIFIC COAST FIRE INSURANCE CO. · LLOYD'S, LONDON

RECEIVED
NOV 22 1949
FOR FILING

20-3414

3135

November 22, 1949

Rath & Morris
33 East 10th Street,
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 8, 1949, had under discussion your request for an extension of time of 31 days, from October 1 to November 1, 1949, within which to complete your contract No. 3135 covering construction of the Eugene Office Building, in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - E. B. Lytle
Division Engineer

W. A. Reeves

NOTED ON CARD

11-22-49 of

RECEIVED
NOV 15 1949
FOR FILING

20-3414

5135

November 15, 1949

American Casualty Co.
607 Washington St.
Reading, Penn.

Gentlemen:

Please be advised that State Highway Contract No. 3135, covering construction of the Eugene Office Building in Lane County, has been completed by the contractor, Rath & Morris, and that final payment in the amount of $712.79 will be made on or after November 25, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $22,503.35, and that no force account work was performed on the project. This contract was completed on October 31 and accepted by the Highway Commission on November 8,1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Eugene Insurance Agency
27 East Broadway
Eugene, Oregon

NOTED ON CARD

11-15-49

RECEIVED
NOV - 1 1949
FOR FILING

20-3414

3135

October 28, 1949

State Highway Commission

Request for extension of time
No. 17
November 7 and 8 meeting

Gentlemen:

Re: Eugene Office Building
Contract No. 3135
Roth & Harris, Contractor

Herewith copy of an application for a second time extension from October 1 to November 1, 1949 to complete the work on the Eugene Office Building. An extension of time was previously granted by the Commission from August 31 to October 1, 1949.

Under the contract, the State furnishes locks for the doors. We have had difficulty in getting delivery of this hardware. All of the work on the project other than the installation of the locks is complete.

It is recommended that the extension be granted without penalty to the contractor.

This is a State project and does not require concurrence of the Bureau of Public Roads.

Yours very truly,

R. H. Baldock
State Highway Engineer

Attached

GSP:bd

cc R. H. Baldock
W. C. Williams
H. B. Glaisyer
G. S. Paxson

RECEIVED
OCT 22 1949
FOR FILING

26-3474

3135

October 24, 1949

American Casualty Co.
607 Washington St.
Reading, Penn

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Bath & Morris, on contract No. 3135, covering construction of office building at Eugene. This payment, in the amount of $1,728.85, will be made on or after November 3, 1949. The retained percentage is $673.94.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Eugene Insurance Agency
27 East Broadway
Eugene, Oregon

NOTED ON

10-24-49, gl

RECEIVED
OCT 3 1949
FOR FILING

20-3414

3135

September 30, 1949

Rath & Morris
33 East 10th St.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 31 days, from August 31 to October 1, 1949, within which to complete your contract No. 3135 covering construction of Eugene Office Building in Lane County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. B. Lytle,
Division Engineer

W. A. Reeves

NOTED ON CARD

9-30-49 g

RECEIVED
SEP 8 1949
FOR FILING

20-3414

3195

September 6, 1949

State Highway Commission

Request for extension of time
No. 9
September 19 and 20 meeting

Gentlemen:

Re: Eugene Office Building
Contract No. 3195
Roth & Norris, Contractors

Herewith copy of an application, from the contractors for the Eugene Office Building, for an extension of time in the amount of 31 days, from August 31, 1949 to October 1, 1949, in which to complete the work under their contract.

The contractors have pushed this work in every way possible, but were held up by a delay in the fabrication of the steel sash and by a strike of the sheet metal workers in Eugene. The sash has now been obtained, and the sheet metal workers are back on the job. It is recommended that the extension be granted without penalty to the contractors.

This is a State Project and concurrence of the Bureau of Public Roads is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

RECEIVED
MAY 13 1949
FOR FILING

20-3414

3135

May 13, 1949

Rath & Morris
33 East 10th St.
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3135 which was awarded to you on April 12, 1949 by the State Highway Commission, covering Eugene Office Building in Lane County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 15 1949
FOR FILING
20 3414
3135

April 15, 1949

Rath & Morris
205 Ardel Offices
33 East 10th Avenue
Eugene, Oregon

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for the Eugene masonry Block Office Building, in Lane County. This award was based on your low bid of $22,237 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S.

21-4221 Toledo-Simpson Creek Section of the Corvallis-Newport Hwy. 1949

#3136

RECEIVED
OCT 31 1949
FOR FILING

21-4221

3136

October 27,1949

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3136, for reoiling on Toledo-Simpson Creek Section of the Corvallis-Newport Highway in Lincoln County, has been completed by the contractor, J.N. & M.J. Conley, and that final payment in the amount of $2,322.45 will be made on or after November 7, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $36,747.87, and that no force account work was performed on the project. This contract was completed on July 15 and accepted by the Commission on August 1, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

RECEIVED
SEP 12 1949
FOR FILING

21-4221
3136

September 8, 1949

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to J. N. & N. J. Conley, on contract No. 3136, covering reoiling on the Toledo-Simpson Creek Section of the Corvallis-Newport Highway in Lincoln County. This payment, in the amount of $1,557.31, will be made on or after September 19, 1949. The retained percentage is $1,064.70.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

[illegible]-9-49

RECEIVED
AUG 18 1949
FOR FILING

August 18, 1949

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to J. N. & M. J. Conley a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3136 for reoiling on the Toledo-Simpson Creek Section of the Corvallis-Newport Highway in Lincoln County. This payment, which is in the amount of $4,222.12, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,016.54. The present payment to the contractor will be made on or after August 29, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
8 18 49

Form B-1—[illegible]—1-46

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 23, 1949

Section Toledo-Simpson Creek
Highway Corvallis-Newport
Contractor J. N. & M. J. Conley
Date of Contract April 12, 1949
Date work started April 26, 1949
Amount of contract $36,676.75

Kind of work Re-Oiling
Section prefix 21-4221
Contract number 3136
Date of completion July 31, 1949, 19
Estimated date of completion July 31, 1949, 19
Per cent of time elapsed 90% %

Estimated cost of completed project, exclusive of engineering $36,676.[illegible]
Per cent of contract completed, based on total contract price 100% %
Engineering cost to date $1300.00, 3.6% %
Date project was completed July 21, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor maintained surface and hauled a small amount of aggregate to places that showed bleeding.

FINAL REPORT

Signed
Address Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				5.41	
Miles partially completed					
Miles completed				5.41	
Total estimated quantities				3400	
Estimated quantities moved or placed to date				3574	
Average daily quantities				170	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				4	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1......., Power graders ....1......., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Rain		
Tuesday	Rain		
Wednesday	Fair		
Thursday	Fair		
Friday			
Saturday			

RECEIVED
JUL 25 1940
OFFICE OF
CONST[illegible] ENGINEER

FORM E-30 25M 5-48 52304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1949

SUBJECT:

REFERRED TO W. C. Williams
By W. W. Stiffl

To:
W. W. Stiffler
Assistant State Highway Engineer
Department

Dear Sir:

You may recall that approximately 6 weeks ago I discussed with you several overloads encountered by weighmasters on rock trucks hauling for J. N. & M. J. Conley on a state highway contract north of Newport. At that time I reissued verbal instructions to Mr. Spaulding that contractors' equipment was not to be weighed provided that the equipment was hauling within the confines of a construction project. However, if the haul involved hauling beyond the limits of a construction project over adjacent sections of the highway that were not scheduled for immediate reconstruction, loads were to be held to their legal permissible weight.

Attached is a copy of a written report from Mr. Spaulding advising that on July 11 weightmasters apprehended a rock truck registered to Conleys at some point within a distance of 0.7 of a mile north of the north end of the construction project and on the completed section of highway reconstructed last year. The drive axle of this two-axle truck weighed 31,550 pounds or 13,550 over the permissible weight. The entire truck had a 6,650 combine overload in excess of the permissible weight determined by the sum of the permissible axle weights.

Upon receiving this report I called Mr. Eason who advised me that he personally informed Conley, subsequent to the 5 overload violations of June 1st, that it would be necessary for him to haul legal loads when operating from the quary beyond the limits of his construction project. Mr. Eason also advised me that Resident Engineer Walters had repeatedly issued the same instructions to these contractors.

Since a contractor who handles a considerable amount of state work is involved, I have not written the usual warning letter to this firm. However, I thought you might like to discuss it with Mr. Williams and recommend that some warning be given to the company.

Very truly yours,

R. B. Sipprell

R. B. Sipprell
Director of Permits

RBS:FH
cc

NOTED
W. W. STIFFLER

FORM E-30E 15M 1-49 2002

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 13, 1949

RECEIVED
JUL 1[illegible] 1949
OFFICE OF [illegible] OF [illegible]

SUBJECT: Excessive Overload
J. H. & M. J. Conley
4332 N. E. Royal Court
Portland, Oregon

To: Mr. R. B. Sipprell
Director of Permits

Dear Sir:

On July 11, 1949 Weighmasters Leo E. Weber and Donald M. Townsend encountered and weighed an excessively loaded rock truck at Iron Mountain on Hwy. #6. The equipment involved is as follows:

Owner: J. H. & M. J. Conley
Truck: K. W., Motor #RHD450-18245 Lic. C 39-567 PUC 3-32639
Operator: Kenneth D. Whiteley
Axle Arrangement: 2-0

The driver axle of this truck weighed 31,550 pounds, 13,550 pounds in excess of the maximum axle permissible of 18,000 pounds. The truck unit weighed 37,850 pounds, 6,650 pounds in excess of the permissible of 31,200 pounds.

This extreme overloading of a single axle with its attendant concentration of weight is bound to cause serious damage to road surfaces and bridges. As you recall this same company was apprehended with 5 overloads on June 1, 1949 of the same type. The amount of violation varied from 6,700 pounds to 11,350 pounds, all on the driver axle.

I recommend that this owner be advised that a repetition of this offense will result in bringing their record before the Highway Commission with the recommendation that their P.U.C. permits be cancelled until such time they show bonafide evidence that they will henceforth comply with the law.

Hwy Comm does not have authority to Cancel
R.B.

Very truly yours,

L. L. Spaulding
Chief Weighmaster

Encl: Copy of Weight Report

NOTED
W. H. [illegible]

Mr. Conley's record with the Weighmaster Office is as follows:

1948	8 Loads Weighed	4 Violations	50.0%	Class 1
1949	54 " "	6 "	11.1%	" 1

(As of June 1, 1949)

NOTED

C
O
P
Y

OREGON STATE HIGHWAY COMMISSION

WEIGHT REPORT

ALL COMMODITIES except Logs, Poles or Piling

Serial No. ☐

Scale Iron Mt., Hwy. #9 — 21 (Co.) 30 (No.) — District ☐ — Date 07 (Mo.) 11 (Day) 9 (Yr.) 8:25 P.M.

Operator's Name and Address Whiteley, Kenneth D. (Show only when in violation)
N.W.

Operator's or Chauffeur's Lic. No. None on Person

Owner's Name ☐ Conley, J. N. & M. J. (Write surname first) — Address Portland, Oregon

TRUCK: License 1 ☒ Ore. 2 ☐ Wn. 3 ☐ Cal. 4 ☐ Ida. 5 ☐ — C (Prefix) 20-547 (Number) 9 (Yr.)

Oregon P. U. C. Plate B (Class) 32620 9 (Yr.)

TRAILER: License No. ______ Ore. P. U. C. Plate No. ______ Other License ______

Type of Vehicle:
- Truck 1 ☒
- Truck and Pole Trailer 2 ☐
- Truck and Semitrailer 3 ☐
- Truck and Full Trailer 4 ☐
- Other: ______ 5 ☐

Axle Arrangement:
- 1 ☒ 2-0
- 2 ☐ 2-1
- 3 ☐ 2-2
- 4 ☐ 2-3
- 5 ☐ 3-0
- 6 ☐ 3-1
- 7 ☐ 3-2
- 8 ☐ 3-3
- 9 ☐ 2-1-2
- 0 ☐ ______

Commodity Carried: ☐ Rock — Truck / Semi / Tr'l'r

P. U. C. Combined Weight Rating	Registered Light Weight
31200	11200

Axle		Actual Weight		Permissible Weight	Overload	
TRUCK	Front	063	00	13200		
	Rear	315	80	18000	135	80
	Total	378	80	Do Not Total 31200	66	80
INT. AXLE(S)						
TRAILER	Front					
	Rear					
	Total			Do Not Total		
COMBINED GROSS		378	80	Do Not Total 31200	66	80

			TIRES No.	TIRES Total Width	Check If Over Permissible Tire Weight
Truck	Front Axle		2	22	☐
	Rear	1st	4	44	☐
		2nd			☐
	Total				
Intermediate Axle(s)	1st				☐
	2nd				☐
	Total				
Trailer	Front Axle				☐
	Rear	1st			☐
		2nd			☐
	Total				

Violation Cited—Type ☐ Formula Applicable: None

Wheel Base:
- Truck Unit 10'
- Trailer Unit ______
- Int. Axle Group ______
- Combination ______

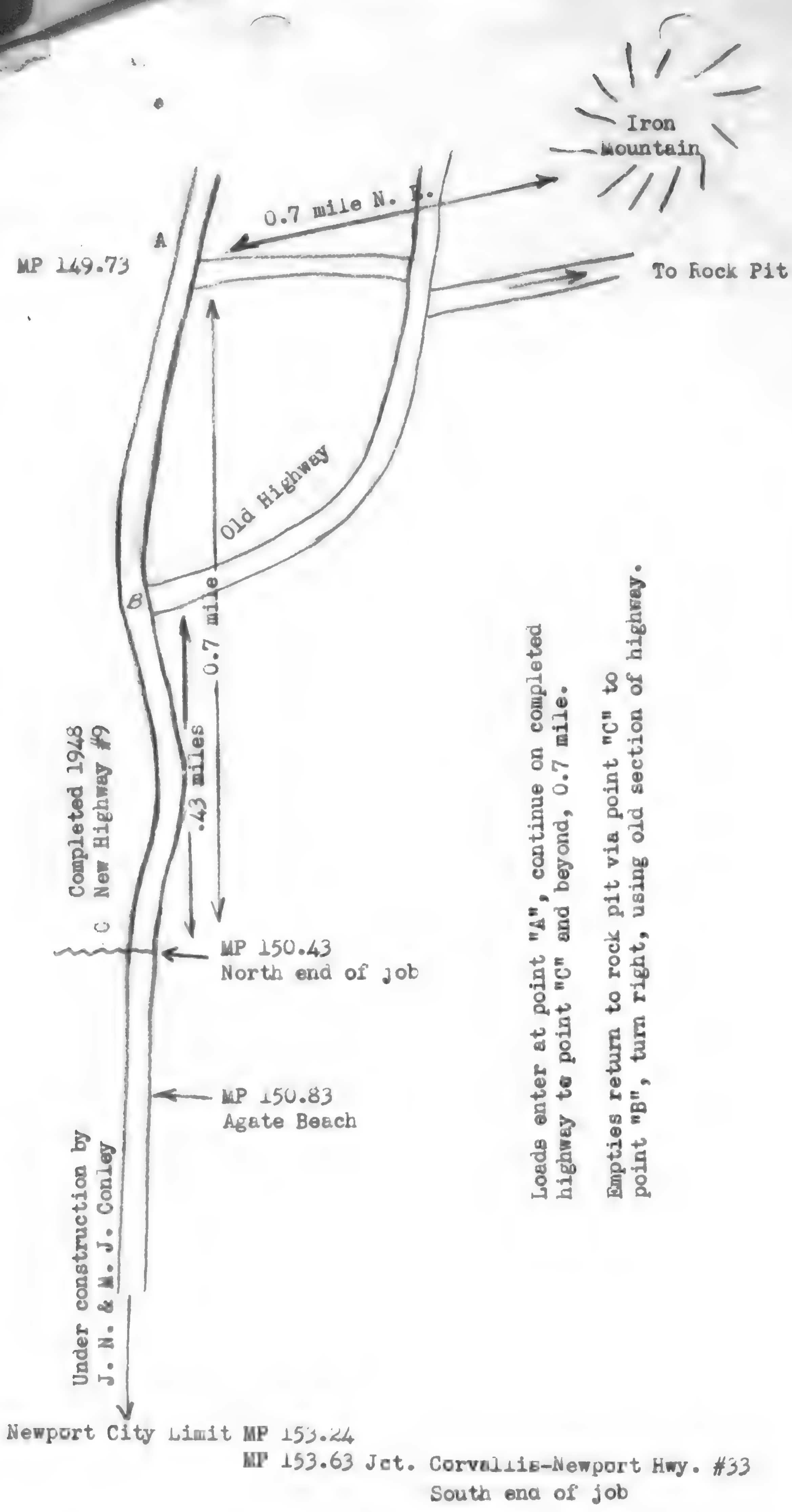
☐

DISPOSITION:
Cited to: Newport Justice Court ☐ on 7/18/49 (Date) for 13,580# axle O/L (Amount and type violation) Cit. No. 48078

VIOLATIONS OTHER THAN OVERWEIGHT:
Overwidth ☐ ______
Overheight ☐ ______
Overlength ☐ ______
P. U. C. Reg's ☐ ______

NOTED
[illegible]

(signed) Lee E. Veber & Donald K. Townsend
Weighmaster



Loads enter at point "A", continue on completed highway to point "C" and beyond, 0.7 mile.

Empties return to rock pit via point "C" to point "B", turn right, using old section of highway.

RECEIVED
MAY 10 1949
FOR FILING

21-4221

3136

May 9, 1949

J. N. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3136, which was awarded to you on April 12, 1949 by the State Highway Commission, covering reoiling on the Toledo-Simpson Creek Section of the Corvallis-Newport Highway in Lincoln County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

ECEIVED
APR 15 1949
OR FILING

-42-21

3136

April 15, 1949

J. W. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for 5.41 miles of oiling on the Toledo-Simpson Creek Section of the Corvallis-Newport Highway, in Lincoln County. This award was based on your low bid of $36,676.75 using asphalt, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc: S. H. Probert

21-4218 Eddyville-Kline Mountain Section
of the Corvallis-Newport 1949
#3137 Highway.

RECEIVED
NOV - 1 1949
FOR FILING

2 4219

3137

H. Baldock

October 20th, 1949

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Contract #3137
Eddyville-Kline Mt. Section Reoiling
Prefix 21-1122
Corvallis-Newport Highway
D-H Paving Co., Contractors
S. F. Walters, Resident Engineer

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Sprinkling	178.5	M-Gal.	$1.22	$4.00	$218.15	$714.00
Preparation of Base	6.65	Mile	86.11	250.00	572.66	1,662.50
Furnish & Place Aggregates	3,975	Cu. Yd.	5.04	5.50	20,036.48	21,862.50
151-200 Asphalt	391.92	Ton	33.95	44.00	13,307.20	17,244.48
					$34,134.49	$41,483.48

Gross Revenue	$41,483.48
Total Cost	34,134.49
Net Profit	$ 7,348.99

Net Profit Equals 17.7% of Gross Revenue

Eddyville-Kline Mt.

Detail of Cost

Labor:				
Supervision			$390.00	
Labor			2,250.93	
Labor Insurance			264.09	
				$2,905.02
Materials:				
Mineral Aggregate	3,975 cu. yd.	at $3.50	$13,912.50	
151-200 Asphalt	223.94 ton	" 22.10	4,949.07	
151-200 Asphalt	167.98 "	" 21.00	3,527.58	
Freight on Asphalt to Eddyville			1,955.68	
				24,344.83
Equipment Rental & Miscellaneous Expense:				
Equipment Rental			$1,539.00	
Gas, Oil & Grease			479.64	
Move In, Freight & Cartage			320.98	
Miscellaneous Supplies & Small Tools			216.81	
Public Liability Insurance			34.46	
P.U.C.			23.10	
Bond			262.15	
Home Office & General Overhead			1,244.50	
				4,120.64
Payments to George Spencer:				
Loading Min. Agg.	3,975 cu. yd.	at $0.20	$795.00	
Hauling " "	3,580 " "	" 0.55	1,969.00	
				2,764.00
Total Cost				$34,134.49

Eddyville-Kline Mt.

Breakdown of Oiling Costs

	Total Cost	Quantity	Unit	Unit Cost
Heating Oil	$535.72	391.92	Ton	$1.367
Haul & Place Oil	1,232.32	"	"	3,144
151-200 Asphalt & Freight	10,432.33	"	"	26.619
Traffic Control	208.61	"	"	0.532
Supv., Bond & Proratable Expense	898.22	"	"	2.292
	$13,307.20	391.92	Ton	$33.954

Oil shipped to Eddyville with average haul to job of 3.3 miles, 1,250-gallon distributor being used.

Average production 18,000 gallon per day and no weather delays.

Eddyville-Kline Mt.

Remarks:

This contract, which required the reoiling of a 6.65-mile section of the Corvallis-Newport Highway, was bid on April 12th, 1949. The contractor started work on July 6th, and completed the project on July 29th, 1949.

This project was within 16 miles of a previous job which the contractor held on the same highway and move in costs were consequently low. The crushed rock was secured from stockpiles at a commercial plant situated adjacent to the middle of the job. George Spencer loaded and hauled the aggregate, and the contractor handled it on the road. Asphalt was shipped by rail to Eddyville, where it was heated and hauled an average of 3.3 miles to the job. The oiling work required only 5 days working time, and the placing was at the rate of 18,000 gallons per day.

The contractor had good equipment, favorable weather, a short move in and high production. The project had previously been surfaced by state forces and had been maintained in excellent condition, which reduced the preparation costs to the contractor. The contractor also had the advantage of a $1.10 per ton reduction on asphalt which applied to 167.98 tons purchased after new price became effective.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
SEP 29 1949
FOR FILING

21-4218

3137

September 29, 1949

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

Please be advised that State Highway Contract No. 3137, for reoiling on the Eddyville-Kline Mountain Section of the Corvallis-Newport Highway in Lincoln County, has been completed by the contractor, D-M Paving Company, and that final payment in the amount of $1,244.50 will be made on or after October 10, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,483.48, and that no force account work was performed on the project. This contract was completed on July 26 and accepted by the Highway Commission on August 19, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Durham & Bates

~~9-29-49~~ gl

RECEIVED
AUG 30 1949
FOR FILING

21-4218

3137

August 26, 1949

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to D-H Paving Company, on contract No. 3137, for reoiling on the Eddyville-Kline Mountain Section of the Corvallis-Newport Highway in Lincoln County. This payment, in the amount of $17,903.23, will be made on or after September 6, 1949. The retained percentage is $1,244.50.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

8-26-49 gl

Form E-1—6M—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 30, 1949

Section Eddyville- Kline Mt.

Kind of work Re-Oiling

Highway Corvallis,- Newport

Section prefix 21-4218

Contractor D-H Paving Co.

Contract number 3137

Date of Contract April 12 1949

Date of completion July 31, 1949

Date work started June 1, 1949

Estimated date of completion July 31 1949

Amount of contract $43,692.50

Per cent of time elapsed 100% %

Estimated cost of completed project, exclusive of engineering $43,692.50

Per cent of contract completed, based on total contract price 100% %

Engineering cost to date $2600, 6% %

Date project was completed July 29, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed and Contractor released as of July 29, 1949.

FINAL REPORT

NOTED
H. G. SMITH

RECEIVED
AUG - 1 1949
OFFICE OF
CONSTRUCTION ENGINEER

Signed J Walters

Address Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				6.4	
Miles partially completed					
Miles completed				6.4	
Total estimated quantities				4100	
Estimated quantities moved or placed to date				3975	
Average daily quantities				332	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Fair rest of week		
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUL 13 1949
FOR FILING

21-4218

3137

July 6, 1949

C
O
P
Y

Mr. John M. Schutt
Assistant Manager
Vancouver Branch
The Nat'l Bank of Commerce
Vancouver, Washington

Dear Mr. Schutt:

I wish to acknowledge receipt of and to thank you for your letter of July 5, 1949, confirming your telegram of July 1st, releasing the State Highway Commission from any liability under the assignment heretofore given you by the D-H Paving Company in connection with its contracts, Nos. 3142 and 3137, with the Oregon State Highway Commission.

Estimate payments in connection with both of these jobs will be mailed to the company in care of your bank, pursuant to previous instructions, until notified to the contrary.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - Hon. Earl T. Newbry
Secretary of State
(Att: H. F. Phillippe)

cc - M. H. Hawke (2)
F. A. Query

Messrs. Newbry, Hawke & Query:

Attacked is a copy of Mr. Schutt's letter for your records.

Original filed in Contract 3142 -----127-4209

RECEIVED
JUL 11 1949
FOR FILING

21-4218

COPY

3137

WESTERN UNION

PRA248 PD-VANCOUVER WASH 1 2222P-

H B GLAISYER SECRETARY /stamp/ 1949 Jul 1 PM 2 49

OREGON STATE HIGHWAY COMMISSION

WE HEREBY RELEASE YOU FROM ANY LIABILITY UNDER ASSIGNMENT GIVEN US BY D-H PAVING COMPANY ON HIGHWAY COMMISSION CONTRACTS 3142 AND 3137. PAYMENTS UNDER CONTRACTS SHOULD BE MAILED TO THE COMPANY IN CARE OF OURSELVES. LETTER FOLLOWING

VANCOUVER BRANCH NATIONAL BANK OF COMMERCE

Recd. 7-6-49
orig. filed in
Cont. #3142,
copy in
Cont. #3137

D-H 3142 3137

NOTED ON CARDS
7-6-49
eo

[illegible] note thereon card

NOTED
H. B. GLAISYER

COPY

original Secty of State 7/1/49

RECEIVED
JUN 30 1949
FOR FILING

21-4218

3137

June 1, 1949

COPY

D-H Paving Company
Evergreen Highway & Sleret Ave.
Vancouver, Washington

Attention: Bob Dorman, Partner

Gentlemen:

I have just received your letter of May 26th, advising that you have decided not to continue the assignment to The National Bank of Commerce of Seattle, Vancouver Branch, of monies payable to you for work performed under Oregon State Highway Commission contracts, Nos. 3142 and 3137, but in lieu thereof you are asking the State Highway Commission to mail all estimate checks to your Company in care of the Bank. We shall be pleased to comply with your request.

You have requested that we notify the Bank of our acceptance of this arrangement. A copy of this letter is going to the Bank and will serve that purpose.

You also inquire if for any reason your mailing address for the estimates should be changed. I know of no reason for changing the address unless you want the estimate checks mailed direct to the Bank rather than to D-H Paving Company in care of the Bank. We will be pleased to be guided by your further instructions.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - The Nat'l. Bank of Commerce (Attention: John M. Schutt,
of Seattle Assistant Manager)
Vancouver Branch
Vancouver, Washington
cc - M. H. Hawke
F. A. Query

Messrs. Hawke & Query: I attach a copy of the letter from the D-H Paving Company to complete your files. Until further advised, please mail future payments to the Company in care of the Bank.

[illegible]

[illegible]

CROSS REFERENCE SHEET

Name or Subject D-H Paving Company
Evergreen Highway & Sleret Avenue
Vancouver, Washington

File No.

Regarding Request Highway Commission to mail all estimate checks to Company in care of the National Bank of Commerce of Seattle, Vancouver Branch.

Date 6/1/42

SEE

Name or Subject State Job File 127-4209
Contract # 3142

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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RECEIVED
MAY 12 1949
FOR FILING

21-42-18

3137

May 11, 1949

D-H Paving Company
Evergreen Highway & Sleret Ave.
Vancouver, Wash.

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on April 12, 1949, as follows:

Contract No. 3137, covering reoiling on the Eddyville-Kline Mountain Section of the Corvallis-Newport Highway in Lincoln County.

Contract No. 3142, covering oil mat surfacing on the Bellevue-Dayton-West Salem Sections of Salem-Dayton, Bellevue-Hopewell and LaFayette Highways in Polk and Yamhill Counties.

An executed copy of each of the above contracts is also being sent to the Surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

21-4220 Paint all structural steel 1949
in Kernville Bridge over Siletz
River and Yachats River Bridge
#3138 near Yachats on Oregon C. Hwy.

7

RECEIVED

FOR FILING

21-4220

3138

March 3, 1950

Mr. Charles F. Bowers
Insurance Adjuster
Pittock Block
Portland 5, Oregon

Dear Mr. Bowers:

We have your letter of March 2nd as to the identity of the contractor who painted the bridge across the Siletz River at Kernville during the early part of August, 1949.

Hall and Wolz, 2764 Northwest Thurman Street, Portland 10, held our Contract 3138 for the painting of this and the Yachats River Bridge. The contract was completed on August 17, 1949, and accepted by the Commission on September 21, 1949. It appears that their painting operations may have been underway on this job at the time you mention.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

phone ATwater 3556

CHARLES F. BOWERS
Insurance Adjuster
PITTOCK BLOCK
PORTLAND 5, OREGON

March 2, 1950

Halley Wils
Contract 3138

State Highway Department,
Salem,
Oregon.

Re: Our File No. 4117

Gentlemen:

Will you please be good enough to advise the name and address of the contractor who did the painting of the bridge across the Siletz River at Kernville, Oregon during the first part of August, 1949?

Your cooperation will be most appreciated.

Very truly yours,

Charles F. Bowers
Adjuster

CFB/a

RECEIVED
MAR 3 1950
STATE HIGHWAY COMMISSION

RECEIVED
SEP 12 1949
FOR FILING

21-4220
3138

September 7, 1949

Mr. Charles F. Bowers
Pittock Block
Portland 5, Oregon

Dear Mr. Bowers;

We have your letter of September 6 inquiring as to the name and address of the contractor who painted the bridge across Siletz River at Kernville.

This appears to be our Contract No. 3138 with Hall & Wols, 2764 N. W. Thurman Street, Portland 10, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ee

Telephone ATwater 2112

CHARLES F. BOWERS
Insurance Adjuster
PITTOCK BLOCK
PORTLAND 5, OREGON

September 6, 1949

Hall & Wols

State Highway Department
Salem
Oregon

Re: Our File No. 4117

Gentlemen:

Will you please advise us the name and address of the contractor who did the paint of the bridge across the Siletz River at Kernville, Oregon?

Thanking you for your cooperation, we are

Very truly yours,
Charles F. Bowers
Adjuster.

CFB/a

RECEIVED
SEP 7 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 1 1949
FOR FILING
21-4220

3138

September 1, 1949

General Casualty Co.of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3138, covering painting of the Kernville and Yachats River Bridges in Lincoln County, has been completed by the contractor, Hall & Wels, and that final payment in the amount of $1,474.55 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $5,874.00, and that no force account work was performed on the project. This contract was completed August 17, 1949 but has not as yet been accepted by the Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD

9-1-49

RECEIVED
AUG 11 1949
FOR FILING

21-4220

3138

August 10, 1949

M. L. Robinson Company
1447 N. E. Sandy Boulevard
Portland 14, Oregon

Gentlemen:

In your letter of August 5 you request the name and address of the contractor painting bridges for the state at Kernville and Waldport.

Hall and Wels hold this contract which is our No. 3138, and their address is 2764 Northwest Thurman Street, Portland 10.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

BINSON CO.
N. E. SANDY BLVD. PORTLAND 14, OREGON
TELEPHONE: VERMONT 6663
NEON

[illegible]
2138

August 5, 1949

State Department
Salem, Oregon

Dear Sir:

Please advise the name and address of the paint contractor who handles the painting of the bridges at the Coast, the bridges at Fernville and Waldport in particular. Kindly forward this information to our office.

Yours very truly,

[illegible] COMPANY

L E Robinson

[illegible]

3

RECEIVED
AUG 9 1949
OREGON
STATE HIGHWAY COMMISSION

LER:nm
SL

SECRETARY OF STATE
RECEIVED
AUG 8 - 1949
EARL T. NEWBRY

RECEIVED
MAY 1 9 1949
FOR FILING

21-4220

3138

May 11, 1949

Hall & Wols
2764 N. W. Thurman St.
Portland 10, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on April 12, 1949, as follows:

Contract No. 3133, for painting Smith Ferry Bridge on the Elkton-Sutherlin Highway in Douglas County.

Contract No. 3138, for painting the Kernville and Yachats River Bridges in Lincoln County.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
APR 15 1949
FOR FILING

21-422-3

3138

April 15, 1949

Hall & Wols
2764 N. W. Thurman Street
Portland 10, Oregon

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for painting all structural steel in Kernville Bridge over the Siletz River and Yachats River near Yachats on the Oregon Coast Highway, in Lincoln County. This award was based on your low bid of $5,874 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert
G. S. Paxson

22-3407 Albany Building Addition 1949

#3139

RECEIVED
AUG 16 1949
FOR FILING

22-3407

3139

August 16, 1949

The Aetna Casualty and Surety Co.
Portland Service Department
308 Yeon Bldg.
Portland 4, Oregon

Attention: Mr. H. P. Atterbury

Gentlemen:

Reference your letter of July 11, 1949.

We are pleased to advise you that State Highway Contract No. 3139 with Archie R. Averill, covering addition to the Albany Maintenance Building in Albany, was completed on June 22 and accepted by the Highway Commission on August 1, 1949. The final payment on this contract has also been made, being mailed to the contractor on August 8, 1949.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: G. Cyrus Bishop, Agent
The Aetna Casualty & Surety Co.
319 Yeon Bldg.
Portland 4, Oregon

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

SERVICE DEPARTMENT
WALTER T. DAVOL, SUPERINTENDENT
YEON BUILDING

PORTLAND 4, OREGON

July 11, 1949

Oregon State Highway Commission
Salem,
Oregon

ATTENTION: H. B. Glaisyer, Secretary

Gentlemen:

RE: Contract No. 3139
Archie R. Averill
Bond 42 S 10249

This will acknowledge receipt of your letter dated July 5 relative to status of the captioned contract. When the work has been approved, accepted and final payment made by the Commission, will you kindly advise so we can cancel our bond?

Yours very truly,

H P Atterbury
Bond Department

hpa

RECEIVED
JUL 13 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
7-11-49

RECEIVED
JUL 6 1949
FOR FILING

22-3407

3139

July 5, 1949

The Aetna Casualty and Surety Company
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

This is to advise you that state highway contract No. 3139 for work on the Albany Building Addition, Linn County, has been completed by the contractor, Archie R. Averill, and that final payment in the amount of $890.77 will be made when this work has been approved and accepted by the State Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $5,517 and that no force account work was performed on the project.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

NOTED ON CARD
7-5-49
ao

RECEIVED
[illegible]
FOR FILING

22-3407

3139

April 27, 1949

Mr. Archie R. Averill
Route 9, Box 874
Portland 2, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3139, which was awarded to you on April 12, 1949 by the State Highway Commission, covering Albany Building Addition in Linn County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 15 1949
FOR FILING
22-3407
3139

April 15, 1949

Archie R. Averill
Route 9, Box 874
Portland 2, Oregon

Dear Sir:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for the Albany Building Addition at Albany, in Linn County. This award was based on your low bid of $5,382 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc: S. H. Probert

24-3434 Salem Storage Shed 1949

#3140

RECEIVED
JUL 20 1949
FOR FILING
24-3434
3140

July 20, 1949

Hartford Accident & Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

Please be advised that State Highway Contract No. 3140, covering storage shed at Salem in Marion County, has been completed by the contractor, Erwin E. Batterman, and that final payment in the amount of $5,163.93 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $15,946.73, and that no force account work was performed on the project. This contract was completed on July 8, 1949 but has not as yet been accepted by the Commission.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Merrill D. Ohling, Insurance
275 State St.
Salem, Oregon

NOTED ON CARD

7-20-49 g

RECEIVED
FOR FILING

21-3431

3140

April 29, 1949

Mr. Erwin E. Batterman
147 North Commercial St.
Salem, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3140, which was awarded to you on April 12, 1949 by the State Highway Commission, covering Salem storage shed in Marion County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

[illegible]

RECEIVED
APR 15 1949
FOR FILING

74-5434

3140

April 15, 1949

Erwin E. Batterman
147 North Commercial St.
Salem, Oregon

Dear Sir:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for the construction of the Salem Storage Shed at Salem Shops, in Marion County. This award was based on your low bid of $15,889 based on Alternate "B", submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc; ~~S. H. Probert~~
Paxson

RECEIVED
DEC 28 1948
FOR FILING

24-3434

3140

C
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P
Y

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1948

SUBJECT: Storage Shed - Salem Shops

To: Mr. G. S. Paxson
Bridge Engineer
State Highway Department
OFFICE

Dear Sir:

The Commission has authorized a storage shed at the Salem Shops.

Please prepare design for building 48' wide, 336' long, with shed roof 12' high at the back, and 20' high in front; close top 5' in front; no doors; no windows; no electric lights, no water.

Bays 24'; we would prefer concrete block for the back and sides, and metal roof; if, however, it has to be frame, then set it on concrete peds.

If the cost should run over the estimated $32,000, the length can be cut to fit taking off 12' units.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH
cc
Copied for: W. W. Stiffler
E. F. Halik

NOTED
W. W. STIFFLER

26-1606 Traffic Signals in Portland: 1949
Inter-SW Capitol & SWBarbur Blvd.
#3141 SW Capitol Hill Road, SW 19th,
SW Barbur Blvd., Highland Rd., S

RECEIVED
JAN 13 1950
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

26-1606

3141

January 11, 1950

Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

I have received from Mr. Coughlin a letter in response to mine in which I advised that you and I conferred again on the Company's claim for reimbursement in connection with the raising of the Company's pole and have decided that the claim is just and should be put through for payment. I note you have received a copy of his letter. I sent you a copy of the letter I wrote some days ago.

I suggest now that this claim be processed for payment and I will give such approval as you may want, if any.

NOTED
W. C. WILLIAMS

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH

RECEIVED
FOR FILING

26-1606

3141

Salem, Oregon
January 11, 1950

Mr. G. S. Paxson

Some time ago you brought up the request of the Portland General Electric Company for cost of raising a power pole to permit some signal light installations on Barbur Boulevard.

Mr. Devers and I discussed this matter, and we are recommending that the Company be reimbursed in this particular instance for the following reasons:

The power pole did not need to be moved by reason of its location, but only because of the height of the cross wires to our signal installation. The cross wires were of a sufficient height to meet requirements of our standard permit issuance, and it is, therefore, deemed justifiable to meet the Company's expense for the raising of the pole. The Portland General Electric Company has been quite cooperative in all of its dealings with us, and as this is a border line case we prefer not to make an issue of it.

Will you please submit Order for State Force Work on Contract Projects in an amount sufficient to cover the work performed and submit proper billing to cover the Power Company's expense.

W. C. Williams

WCW:me

cc Mr. J. M. Devers
Mr. A. G. Skelton

FORM E-30 25M 6-48 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 9, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

With respect to the claim made by the Portland General Electric Company for reimbursement for expense incident to the raising of its power pole, I think your suggestion that this item be taken care of as a part of the signal installation is quite satisfactory, and I shall approve the statement if you desire to have it approved by this office.

Very truly yours,

J M Devers
J. M. DEVERS

NOTED
W. C. WILLIAMS

JMD:NH

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 9, 1950

Griffith, Peck, Phillips & Coughlin
Attorneys at Law
Electric Building
Portland 5, Oregon

Attention: Mr. John J. Coughlin

Dear Mr. Coughlin:

I have been discussing recently with Mr. Williams, First Assistant Highway Engineer, the claim of the Portland General Electric for reimbursement of expense which the Company sustained in the raising of one of its poles to meet a situation created by the installation of some traffic signals by the State Highway Commission. We have agreed that under the circumstances the Portland General Electric should be reimbursed.

I appreciate and I know Mr. Williams appreciates the spirit in which you and your client have presented and discussed this matter, and when Mr. Williams recommended payment of the claim he said, "The Portland General Electric Company has at all times been very cooperative with the Highway Department in the moving of its facilities when required." I join with Mr. Williams in his comment.

In due time we hope to be able to remit the amount of the claim.

Very truly yours,

J. M. DEVERS

JMD:NH

cc - W. C. Williams

EIVED
JAN - 6 1950
FOR FILING

Salem, Oregon
January 5, 1950

Mr. J. M. Devers

I have a copy of your letter addressed to Mr. Stiffler having reference to the slight controversy with the Portland General Electric Company as to reimbursement for moneys expended in raising one of the Company's poles to a height that would permit installation of some state traffic signals.

The Portland General Electric Company has at all times been very cooperative with the Highway Department in the moving of its facilities when required. In this particular instance, the pole did not require moving in so far as location was concerned but did require raising to a greater height to permit some traffic signal installations. The Power Company's pole was of sufficient height to comply with the U. S. Bureau of Standards, which heights are recognized by the State Highway Department in the issuance of permits, and, therefore, it appears to me that we could justifiably allow the compensation requested.

If you concur in this opinion the matter can be handled in either of two ways. We can either pay the Power Company direct, with the cost chargeable to the traffic signal installation, or, if you consider the matter requires Commission approval we can place the matter on the next agenda for the Commission's consideration.

Will you please advise me of your thoughts in this matter.

W. C. Williams

WCW:me

ED
FOR FILING

FORM E-30 25M 1-49 28033

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1949

SUBJECT:

To: Mr. W. W. Stiffler
Assistant Highway Engineer
Office

Dear Mr. Stiffler:

Considerable correspondence has accumulated in this office having to do with a claim urged by the Portland General Electric Company in connection with which the company asks reimbursement for monies expended in raising one of its poles to a height to meet our requirements in connection with the installation of traffic signals.

I have gone into this matter quite thoroughly and it is my opinion that the State could be held legally bound to reimburse the company. I base that opinion on the following statement of facts:

(a) By law the power company is granted a right and privilege to construct and maintain its poles and facilities on the right of way of the highway under discussion.

(b) The Highway Commission is vested with authority to designate the location on the highway where the poles may be placed.

(c) The Highway Commission may order the location of any pole or poles changed when the Highway Commission deems it expedient.

(d) In this particular instance the location of the pole is not in controversy. It remains now where it was placed under instructions from the Commission.

(e) The compensation which the power company now seeks is compensation for expense it was called upon to make in the raising of its pole to meet Highway Commission demands.

(f) The Commission's pole could have been located so as not to interfere with the power company's pole.

It is apparent that the Commission has had nothing to do with putting the power company on the right of way. The legislature put it there. The only power vested in the Commission is power and authority to say to the company where on the highway its poles must be located and power and authority to say to the company that when the Commission deems it expedient its

[illegible]
W. W. STIFFLER

poles must be moved to some other location. The entire burden of the statute, so far as any authority in the Highway Commission is concerned, is directed to location and not height of poles.

It is, therefore, my opinion that technically the Commission can be held legally obligated to reimburse the power company.

In the last letter I received from the company's attorneys there is this language:

> "Our Company does not desire to make a special issue of this matter. In view of the harmonious relationship between your Commission and its engineers and the Company, we would rather forego any claim based upon this invoice than have you people feel that we intend to stand upon our 'legal rights'. We feel that the cost of this installation should in equity be borne by your Commission, but if you and the engineering department deny the claim of the Company, the claim will be pressed no further."

The friendly and cooperative attitude of the company does not, in my opinion, relieve the State of an obligation, and I am of the opinion that this matter should go to the Commission because it involves a question of policy. I believe that the matter could be compromised by the payment of 50% of the claim, but that again is saying that we are not liable but will donate a few dollars.

Very truly yours,

J. M. Devers

J. M. DEVERS

JMD:NH
CC - W. C. Williams
A. G. Skelton

FORM E-30X 15M 8-48 32304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1949

Williams

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. W. Stiffler
Assistant Highway Engineer
Office

Dear Mr. Stiffler:

Considerable correspondence has accumulated in this office having to do with a claim urged by the Portland General Electric Company in connection with which the company asks reimbursement for monies expended in raising one of its poles to a height to meet our requirements in connection with the installation of traffic signals.

I have gone into this matter quite thoroughly and it is my opinion that the State could be held legally bound to reimburse the company. I base that opinion on the following statement of facts:

(a) By law the power company is granted a right and privilege to construct and maintain its poles and facilities on the right of way of the highway under discussion.

(b) The Highway Commission is vested with authority to designate the location on the highway where the poles may be placed.

(c) The Highway Commission may order the location of any pole or poles changed when the Highway Commission deems it expedient.

(d) In this particular instance the location of the pole is not in controversy. It remains now where it was placed under instructions from the Commission.

(e) The compensation which the power company now seeks is compensation for expense it was called upon to make in the raising of its pole to meet Highway Commission demands.

(f) The Commission's pole could have been located so as not to interfere with the power company's pole.

It is apparent that the Commission has had nothing to do with putting the power company on the right of way. The legislature put it there. The only power vested in the Commission is power and authority to say to the company where on the highway its poles must be located and power and authority to say to the company that when the Commission deems it expedient its poles must be moved to some other location. The entire burden of the statute, so far as any authority in the Highway Commission is concerned, is directed to location and not height of poles.

It is, therefore, my opinion that technically the Commission can be held legally obligated to reimburse the power company.

In the last letter I received from the company's attorneys there is this language:

> "Our Company does not desire to make a special issue of this matter. In view of the harmonious relationship between your Commission and its engineers and the Company, we would rather forego any claim based upon this invoice than have you people feel that we intend to stand upon our 'legal rights'. We feel that the cost of this installation should in equity be borne by your Commission, but if you and the engineering department deny the claim of the Company, the claim will be pressed no further."

The friendly and cooperative attitude of the company does not, in my opinion, relieve the State of an obligation, and I am of the opinion that this matter should go to the Commission because it involves a question of policy. I believe that the matter could be compromised by the payment of 50% of the claim, but that again is saying that we are not liable but will donate a few dollars.

Very truly yours,

J. M. DEVERS

JMD:NH
CC - W. C. Williams ✓
A. G. Skelton

ED
28 1949
FOR FILING

FORM E-80X 15M 1-48 29084

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 27, 1949

SUBJECT:

To: Mr. J. M. Devers
Chief Counsel
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Attached is a copy of a letter from A. G. Skelton concerning a claim by the Portland General Electric Company for reimbursement in connection with the moving of a power pole. You will note that the power pole in question is on the right of way owned by either the City of Portland or Multnomah County for the road known as S. W. Capitol Highway. It is therefore not on right of way owned by the Power Company. The interference with our construction is not by the pole itself but by the cross wires which are supported by this pole and which extend across our highway. It would seem to me there is considerable question as to whether we should reimburse them for the cost of the work, as this work was made necessary by improvements to the highway and is in the same status as other projects where we have required them to move and relocate their facilities. I would ask your opinion of this for answering Mr. Skelton's letter.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:bd
Attached

cc W. C. Williams ✓

RECEIVED
JAN 17 1950
FOR FILING

26-1606

3111

COPY

GRIFFITH, PECK, PHILLIPS & COUGHLIN
ATTORNEYS AT LAW
ELECTRIC BUILDING
PORTLAND 5, OREGON

January 10, 1950

NOTED
W. C. WILLIAMS

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. J. M. Devers, Chief Counsel

Gentlemen:

Thank you very much for your letter dated January 9, 1950, regarding reimbursement to Portland General Electric Company.

We certainly appreciate your attention to this matter.

Very truly yours,
GRIFFITH, PECK, PHILLIPS & COUGHLIN

John J. Coughlin

JJC:eap

✓cc: Mr. W. C. Williams

REFERRED TO
Mr. Williams
By Chief Engineer

What is this about?

RECEIVED
JAN 11 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 26 1949
FOR FILING

26-1606
3141

September 23, 1949

General Casualty Co.of America
The Jewett Agency
1101 Weatherly Bldg.
Portland 14, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3141, covering traffic signals at S. W. Barbur Blvd. and S. W. Canyon Road in Portland, has been completed by the contractor, W.R. Grasle Co., and that final payment in the amount of $4,368.03 will be made on or after October 3, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $13,363.75, and that no force account work was performed on the project. This contract was completed on September 13 and accepted by the Commission on September 21, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
9-23-49 gl

RECEIVED
MAY 18
FOR FILING

26-1686

3141

May 13, 1949

W. R. Grasle Co.
437 N. W. 16th St.
Portland
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3141, which was awarded to you on April 12, 1949 by the State Highway Commission, covering S. W. Barbur Boulevard and S. W. Canyon Road Traffic Signals at Portland in Multnomah County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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encl. 1

RECEIVED
APR 15 1949
FOR FILING

26-1606

3141

April 15, 1949

W. R. Grasle Co.
437 N. W. 16th Avenue
Portland 9, Oregon

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contrac for Traffic Signals at S. W. Capitol Highway and S. W. Barbur Boulevard; intersection S. W. Capitol Hill Road, S. W. 19th Avenue, and S. W. Barbur Boulevard; intersection Highland Road and S. W. Canyon Road, in Multnomah County. This award was based on your low bid of $13,327 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc: S. H. Probert

RECEIVED
DEC 16 1948
FOR FILING

26-1666

3147

Agenda Item 4-g
November 3, 4, and 5, 1948

November 12, 1948

Mrs. Bessie E. Rifer, Secretary
West Portland Community Club
Portland, Oregon

Dear Mrs. Rifer:

On September 29, 1948, you forwarded to Mr. F. B. Crandall, the Traffic Engineer of the Oregon State Highway Department, a form of petition requesting the installation of traffic signals at the intersection of Barbur Boulevard and Capitol Highway.

This request has been investigated and the Engineer's report on the subject was submitted to the Highway Commission at its last meeting. The report covered not only the intersection mentioned in the petition, but also the intersection of Capitol Hill Road about two miles to the east.

You will be glad to know that the Commission has approved the signal installation at both of these locations.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo 11-15

47

Salem, Oregon
November 9, 1948

Mr. F. B. Crandall
Traffic Engineer
Salem, Oregon

The State Highway Commission has approved installation of traffic signals at the intersection of S. W. Capitol Highway and Capitol Hill Road with the Pacific Highway West, in West Portland. The estimated cost of the two signals is $6,000, and the state is to pay the entire cost and maintain the signals, as they are outside the city limits of Portland. You may proceed with the installation of the signals with funds set up in the 1949 minor betterment budget.

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. E. A. Collier

FORM E-123X 10M 2-48

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
✓H. B. GLAISYER
SECRETARY

ENDA
NOV 3 1948

4/9

October 21, 1948

Oregon State Highway Commission

Gentlemen:

Attached hereto is request from the West Portland Community Club and the West Portland Parent-Teachers Association that traffic signals be installed at the intersection of Southwest Capitol Highway with Pacific Highway West, in West Portland.

This is the fourth or fifth request we have had for traffic lights at this intersection, as well as at the intersection of Capitol Hill Road with the Pacific Highway. Our investigations have indicated that traffic signals are needed at both intersections and, in fact, the Capitol Hill Road intersection is now number one on the state-wide priority list for rural intersections. The Capitol Highway intersection is number eight on the priority list. The volume of traffic at both intersections warrants signal installation by nationally accepted standards, and it is my recommendation that we install signals at the intersections with Southwest Capitol Highway and Capitol Hill Road. The estimated cost for each signal is $4,000, or a total of $8,000.

The intersections are outside the corporate limits of Portland and, therefore, the total expense would be an obligation of the State Highway Commission.

For your consideration, we are including in the 1949 minor betterment budget an allocation for the installation of the above listed traffic signals.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

SK

11

FORM E-30 25M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 13, 1948

SUBJECT: Request for Traffic Signals
US99W and SW Capitol Highway
Rd. 1W

To:

Mr. W. C. Williams

Attached is copy of letter Mr. Crandall recently received from the West Portland Community Club along with their petition wherein they request signals at the intersection of US99W and S. W. Capitol Highway. This is the fourth or fifth such request. You will recall that about a year ago we worked out signal plans for this and several other intersections in the vicinity but that the matter died because of lack of funds.

Signals are needed at this intersection and also at the intersection with Capitol Hill Road some two miles to the east. During the year of 1947 there were 9 accidents and 4 injuries at the Capitol Highway intersection and 9 accidents and 3 injuries at the Capitol Hill Road intersection. There were 5 preventable accidents at Capitol Highway and 4 Capitol Hill Road. Both intersections are school crossings. The Capitol Hill Road intersection stands No. 1 on our current priority list of rural intersections . The Capitol Highway intersection is No. 8.

Semi-actuated signals will cost approximately $4,000 at each of these intersections. You will recall that on previous plans we had considered the use of tear drop islands in the median strip. We now believe it would be better to either make left-turn refuges on the order of those on Barbur in Portland or else put in a simple signal installation at the present time and further channelization at a later date.

It was Mr. Crandall's thought before he left for the east that if you concurred in this favorable recommendation we put the matter on the agenda for the next Commission meeting; that is, the approval for the installation of signals at the intersection of US99W and S. W. Capitol Highway, estimated cost $4,000 and a signal at the intersection of US99W at S. W. Capitol Hill Road at an estimated cost of $4,000.

I will be glad to discuss this with you if you so desire.

J. Al Head
Acting Traffic Engineer

JAH:aj

C
O
P
Y

West Portland Community Club
Portland - Oregon

September 29, 1948

Mr. F. B. Crandall
Traffic Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Crandall:

We are enclosing a blank copy of a petition which he have requesting that an all purpose set of traffic signals be placed at the intersection of Bartur Boulevard and Capitol Highway, which we would like to present to the Commission at the next meeting, and it was suggested that you would probably like to make a survey of the situation existing at this point before the Commission meets.

We in this community feel that a light at this point is extemely necessary in as much as the traffic is so heavy on Bartur Boulevard that crossing is very difficult and hazardous. We also have the additional hazard of school children crossing at this point, as the West Portland School is near this intersection. There is now a flashing yellow light which the traffic ignores completely.

We were advised by a Highway Department engineer in the Portland office that a petition would be our best possible means of presenting our request, and we would appreciate your consideration so that it might be put on the agenda for the October meeting. The people who worked to get the signatures on this petition report that they received almost unanimous approval, and as a result we have many pages of signatures on same.

Thanking you for your consideration in this matter, and hoping to have an early reply from you, I remain

Yours very truly,

s/ Bessie E. Rifer (Mrs.)
Secretary

WEST PORTLAND COMMUNITY CLUB

BER:hs

C
O
P
Y

THE WEST PORTLAND COMMUNITY CLUB
and
THE WEST PORTLAND PARENT-TEACHERS ASSOCIATION
submit a
PETITION to THE OREGON STATE HIGHWAY COMMISSION
That an all-purpose set of
"TRAFFIC SIGNALS"
be installed at the intersection of
WEST SIDE PACIFIC HIGHWAY and S. W. CAPITOL HIGHWAY
Multnomah County
in the premises that:

WHEREAS, traffic at this intersection has reached such great proportions that the danger to human life is now considered acute, it appearing that this concern for the safety of humans is already recognized by the periodic presence of a traffic officer; and

WHEREAS, the West Portland community is a growing one with an ever-increasing amount of traffic; and

WHEREAS, this dangerous condition is aggravated during the tourist season to an alarming degree; and

WHEREAS, during an extended period of repairs being made to U.S Highway 99E, a flow of traffic between the cities of Portland and Salem, Oregon has been diverted to the West Side Pacific Highway; and

WHEREAS, plans formulated for a super-highway between Portland and Salem, Oregon will produce a permanent, heavy load of traffic at this intersection -

NOW, THEREFORE' in the interest of safety, including that of children who cross this intersection to get to school, we, the residents and travelers in the West Portland area, respectfully and urgently request that there be installed immediately at the described intersection a set of traffic lights provding four-way red and green signals.

RECEIVED
JAN 3 - 1949
FOR FILING

26-1606

3141

NOA
December 20 and 21, 1948

December 22, 1948

Mr. J. C. Hering
817 Board of Trade Building
Portland 4, Oregon

Adm
Petitions
Mult. Co

Dear Mr. Hering:

Upon my return to the office from the meeting of the State Highway Commission yesterday I found on my desk your letter of December 17, 1948, and petition in which the State Highway Commission is requested to install a traffic light at the intersection of S. W. Canyon Court and S. W. Highland Road, in Multnomah County.

The petition was not received soon enough to be presented to the Commission at its meeting this week; however, the matter was discussed by the Commission, and I am pleased to inform you that the installation of a traffic signal at the point desired was approved. It will be installed as soon as material is available and a crew can be spared for the purpose.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

J. C. HERING
817 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

NOA
12/20/48
Page 15

December 17, 1948

State Highway Commission
Salem, Oregon

Attention: Mr. Glaizer

Gentlemen:

Enclosed herewith is Petition signed by property owners in the Highlands and West Highlands requesting your consideration for a modified stop light to be erected on S. W. Canyon Road at its junction with S. W. Canyon Court and S. W. Highland Road in Multnomah County.

We earnestly request your favorable consideration for this very necessary safeguard before a fatal accident occurs.

Very truly yours,

J. C. Hering

JCH:KJ
Enclosure

ANSWERED
B[illegible]

APPROVED BY HIGHWAY COMMISSION
DATE 12/20/48
[illegible]

Portland, Oregon,
November 17, 1948.

WE, the undersigned, respectfully request that some sort of stop light be erected on S.W. Canyon Road at its junction with S.W. Canyon Court and S.W. Highland Road in Multnomah County.

It is our opinion that a very dangerous condition now exists at this intersection especially during the morning and afternoon rush hours, and that some means to facilitate the entry of traffic onto Canyon Road is necessary to eliminate this danger.

L. B. Menefee Jr
R. R. Palmer
Phil Burgess
W. H. Morrison
C. Lee Nelson
E. E. Johnson
Mrs A. M. Cronin Jr.
Juanita R. Leggett
J. Leggett.
Mrs. Thos Hindman
Mildred H. Hindman
Mary G. Barnett

C. M. Heising
Mrs R G Barnett
R. G. Barnett
Thomas H. Hindman
Mrs. Delmer Shaver
Ellen Laurie Shaver
Mrs. C. Ralph Walstrom
Mrs John Lansing
C. C. Hockley Jr
C. C. Walton
Kirsten J. Munson
A. F. Smith
Clayton R. Jones
John C. Cole
A R Watzek
Theo. B. Wilcox

127-4209 Bellevue-Dayton-West Salem 1949
Oil Mat Surfacing Project on
three State Highways.
#3142

RECEIVED
AUG 30 1949
FOR FILING

127-42-09

3142

August 26, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14
Washington

Gentlemen:

Please be advised that State Highway Contract No. 3142, for surfacing on the Bellevue-Dayton-West Salem Section of the Salem-Dayton, Bllevue-Hopewell and Lafayette Highwasy in Polk and Yamhill Counties, has been completed by the contractor, D-& Paving Company, and that final payment in the amount of $3,743.71 will be made on or after September 6, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands insurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $174,869.00, and that no force account work was performed on the project. This contract was completed on July 1 and accepted by the Commission on August 19, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
8-26-49

Durham & Bates

RECEIVED
SEP 6 1949
FOR FILING

~ R.H. Baldock

August 22nd, 1949

Contract No. 3142
Bellevue-Dayton-West Salem

3142
127-4209

FINAL COST ANALYSIS
Reoiling
Salem-Dayton, Bellevue-Hopewell & Lafayette Secondaries
D-H Paving Co., Contractors
J. E. Folston, Resident Engineer

Prefix 127-4209

33101

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
1¼"-0" Mat'l. in Base	20,760	Cu. Yd.	$2.52	$2.85	$52,357.20	$59,166.00
3/4"-0" Mat'l. in Base and Shldrs.	8,230	" "	2.53	2.85	20,803.79	23,455.50
Sprinkling	611	M-Gal.	2.30	3.00	1,407.63	1,833.00
Preparation of Base	25.48	Mile	46.33	200.00	1,180.73	5,096.00
Mineral Aggregate	12,377	Cu. Yd.	3.19	3.30	39,445.20	40,844.10
151-200 Asphalt	1,252.8	Ton	33.69	35.50	42,209.55	44,474.40
					$157,404.10	$174,869.00

Gross Revenue	$174,869.00
Total Cost	157,404.10
Net Profit	$17,464.90

Net Profit Equals 10.0% of Gross Revenue

Bellevue-Dayton-West Salem

Detail of Cost

Labor:

Supervision	$1,125.00	
Labor	13,040.06	
State Industrial Accident Insurance	637.43	
Unemployment Insurance	424.95	
Social Security	141.65	
		$15,369.09

Materials:

1¼"-0" Cr. Gravel, Grand Island, McKibbens and O. C. Yocom Plants 15,990 cu. yd. at $1.60	$25,584.00	
1¼"-0" Cr. Gravel, River Bend Plant 4,770 cu. yd. at $1.50	7,155.00	
3/4"-0" Cr. Gravel, Grand Island, McKibbens and O. C. Yocom Plants 6,785 cu. yd. at $1.60	10,856.00	
3/4"-0" Cr. Gravel, River Bend Plant 1,445 cu. yd. at $1.50	2,167.50	
Mineral Aggregate, Grand Island, McKibbens and O. C. Yocom Plants 8,102 cu. yd. at $1.60	12,963.20	
Mineral Aggregate, River Bend Plant 4,275 cu. yd. at $1.50	6,412.50	
151-200 Asphalt 1,252.8 Tons at $22.10	27,686.88	
Freight & Demurrage	2,906.50	
		95,731.58

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$9,298.00	
" " , Hired	681.40	
Gas, Oil & Grease	1,881.66	
Move In, Freight & Cartage	474.50	
Miscellaneous Supplies & Small Tools	633.20	
P.U.C.	61.72	
Public Liability & Property Damage	177.06	
Bond	1,056.01	
Home Office & General Overhead	5,246.07	
		19,509.62

Payments to Geo. Spencer:

Loading Base Rock	22,810 cu. yd. at	$0.15	$3,421.50	
" Mineral Aggregate	9,613 " " "	0.20	1,922.60	
Hauling Base Rock	28,935 " " "	0.50	14,467.50	
" Mineral Aggregate	10,344 " " "	0.675	6,982.21	
				26,793.81

Total Cost $157,404.10

Bellevue-Dayton-West Salem

Remarks:

The contract required the resurfacing of 13.1 miles and the reoiling of 26.0 miles of secondary highways in Polk and Yamhill counties. The project was bid and awarded on April 12th, 1949. The contractor started work on May 9th, and completed on July 1st, 1949.

Base rock was secured from four commercial plants in the vicinity of the work with the haul averaging about 5 miles. A 3/4-yard shovel loaded both base and mineral aggregate. The oil was spotted at Dayton Junction, West Salem and Whiteson. Two 2,500-gallon transports hauled to the job and a 1,250-gallon distributor placed the oil at an average of 10,350 gals. per day.

The contractor had good equipment and organization and encountered only 1½ days delay due to rain. The job shows a fair profit on every item.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

Form E-1—8M—11-48

15 - 21

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 23, 1949

Section Bellevue - Dayton - West Salem

Kind of work Oil Mat Surfacing

Highway Salem-Dayton, Bellevue-Hopewell, Lafayette

Section prefix 127 - 4209

Contractor D - H Paving Co.

Contract number 3142

Date of contract April 12, 1949

Date of completion August 31, 1949

Date work started May 10, 1949

Estimated date of completion July 9, 1949

Amount of contract $176,002.00

Per cent of time elapsed 71.4 %

Estimated cost of completed project, exclusive of engineering $174,875.60

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 9,620.00, 5.5 %

Date project was completed July 1, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate was turned in to the Division Office Friday.

This is the last report.

RECEIVED
JUL 22 1949
DIVISION ENGINEER

NOTED
E. M. BOOTH

Signed James E. Tilston

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	25.96			25.96	
Miles partially completed					
Miles completed	25.96			25.96	
Total estimated quantities	29,300			1250 Tons	
Estimated quantities moved or placed to date	28,985			1252 Tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear, Warm		
Monday	Cloudy		
Tuesday	"		
Wednesday	Clear, Warm		
Thursday	"		
Friday	Cloudy		
Saturday	"		

RECEIVED
JUL 18 1949
FOR FILING

127-4209

3142

July 15, 1949

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

You are advised of the intention of the State Highway Commission to release to D-H Paving Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3142 for surfacing on the Bellevue-Dayton-West Salem Section of the Salem-Dayton, Bellevue-Hopewell & Lafayette Highways, in Polk and Yamhill Counties. This payment, which is in the amount of $63,255.79, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $5,292.53. The present payment to the contractor will be made on or after July 25, 1949.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - United Pacific Insurance
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

United Pacific Insurance Co.
Durham & Bates
901 S.W. Washington St.
Portland, Oregon

NOTED ON CARD
7-15-49

RECEIVED
JUL 12 1949
FOR FILING

137-4204

3142

July 6, 1949

Mr. John M. Schutt
Assistant Manager
Vancouver Branch
The Nat'l. Bank of Commerce
Vancouver, Washington

Instrument
record & file
in contract
orig. filed in contract
#3142 copy
in contract #313
7-6-49
eo

Dear Mr. Schutt:

I wish to acknowledge receipt of and to thank you for your letter of July 5, 1949, confirming your telegram of July 1st, releasing the State Highway Commission from any liability under the assignment heretofore given you by the B-H Paving Company in connection with its contracts, Nos. 3142 and 3137, with the Oregon State Highway Commission.

Estimate payments in connection with both of these jobs will be mailed to the company in care of your bank, pursuant to previous instructions, until notified to the contrary.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:ts

cc - Hon. Earl T. Newbry
Secretary of State
(Attn M. F. Phillipps)

cc - M. N. Hamke (2)
F. A. Query

NOTED ON CARD
7-6-49
eo

Messrs. Newbry, Hamke & Query:

Attached is a copy of Mr. Schutt's letter for your records.

RECEIVED
JUN 2 1949
FOR FILING
127-42?9
3142

Mrs Leach
notation made

June 1, 1949

Cross Referenced To:
21-4218
3137

D-H Paving Company
Evergreen Highway & Slaret Ave.
Vancouver, Washington

Attention: Bob Dorman, Partner

Gentlemen:

I have just received your letter of May 26th, advising that you have decided not to continue the assignment to The National Bank of Commerce of Seattle, Vancouver Branch, of monies payable to you for work performed under Oregon State Highway Commission contracts, Nos. 3142 and 3137, but in lieu thereof you are asking the State Highway Commission to mail all estimate checks to your Company in care of the Bank. We shall be pleased to comply with your request.

You have requested that we notify the Bank of our acceptance of this arrangement. A copy of this letter is going to the Bank and will serve that purpose.

You also inquire if for any reason your mailing address for the estimates should be changed. I know of no reason for changing the address unless you want the estimate checks mailed direct to the Bank rather than to D-H Paving Company in care of the Bank. We will be pleased to be guided by your further instructions.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:tr

cc - The Nat'l. Bank of Commerce (Attention: John M. Schutt,
of Seattle Assistant Manager)
Vancouver Branch
Vancouver, Washington
cc - M. H. Hawke
F. A. Query

NOTED ON CARD
6-2-49 AR

Messrs. Hawke & Query: I attach a copy of the letter from the D-H Paving Company to complete your files. Until further advised, please mail future payments to the Company in care of the Bank.

Evergreen Highway & Sleret Avenue
Vancouver, Washington
May 26, 1949

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer
Secretary

Gentlemen:

On May 3 assignments covering contracts Nos. 3142 and 3137 were sent you by The National Bank of Commerce of Seattle, Vancouver Branch. Since then we have decided not to request your acknowledgment of this assignment in view of the procedure involved.

We hereby notify you that the assignment has been executed to the bank, but in lieu of your acceptance, we ask that you mail the checks covering all estimates to ourselves in care of the bank. We request further that you notify the bank of your acceptance of this arrangement and also if for any reason our mailing address for the estimates should be changed.

Very truly yours,

D-H PAVING COMPANY

By Bob Dorman
Partner

RECEIVED
[illegible]
OREGON
[illegible] COMMISSION

gm

ERED
LAISYER

NOTED ON CARD
[illegible]

NOTE TO bank
DATE

May 11, 1949

John M. Schutt, Assistant Manager
Vancouver Branch
Nat'l. Bank of Commerce of Seattle
Vancouver, Washington

Dear Mr. Schutt:

Reference is made to your letter of May 3, 1949, which I found on my desk upon my return from a week's absence from the office, concerning an assignment by the D-H Paving Company of your city, to the Vancouver Branch of the National Bank of Commerce of Seattle, of moneys earned by the D-H Paving Company in connection with its contracts with the Oregon State Highway Commission for oiling the Eddyville-Kline Mountain Section of the Corvallis-Newport Highway, contract No. 3137; and for the Bellevue-Dayton-West Salem project in Polk and Yamhill Counties, contract No. 3142.

This acknowledges the form of assignment which you submitted in duplicate for each project.

I am sorry, but the assignments are not in a form that is acceptible to this Department. The Highway Commission requires assignments to be on the standard form prepared by the Chief Counsel. Moreover, each assignment must be accompanied by a letter from the contractor's surety, consenting to the assignment, without prejudice to the performance bond.

I enclose several copies of an assignment form which I have prepared in blanket form, and by which the D-H Paving Company assigns to your bank all moneys due it, or to become due it in connection with each of these jobs. Please have the D-H Paving Company sign all copies. Return the original and one copy of each assignment to this office for further handling. Each assignment must be accompanied by a letter from the bonding company, as stated above, consenting to the assignment without prejudice to the bond.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts
Enc.

VANCOUVER BRANCH
THE NATIONAL BANK OF COMMERCE
OF SEATTLE
VANCOUVER, WASHINGTON

May 3,1949

Oregon State Highway Commission
Salem, Oregon

Attention: Accounting Division

Gentlemen:

We enclose herewith in duplicate, assignments given us by D.H. Paving Company, covering contract nos. 3142 and 3137. We understand that you have a special form to be executed in connection with assignments of this kind and we will appreciate your sending them to us.

We will also appreciate your advising us of any special procedure to be used in connection with this type of transaction.

Very truly yours,

John M. Schutt
Assistant Manager

JMS:vb
encls.

[illegible] 3137 & 3142

United Pacific Ins. Co.

Portland 5

3137 Toledo - Simpson Cr.
Corr. Newport Hwy
Lincoln Co.

3142 [illegible] - Dayton - W Salem
on 3 [illegible]
Polk & Yamhill Co.

RECEIVED
MAY 4 - 1949
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

ASSIGNMENT

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned (hereinafter called the "assignor") hereby sells, assigns, transfers and sets over unto THE NATIONAL BANK OF COMMERCE OF SEATTLE, Vancouver Branch, (hereinafter called the "bank"), all of the assignor's right, title, and interest in and to all moneys due or to become due from State of Oregon Highway Commission under that certain

Contract Number 3142 Made by Oregon Highway Commission

with D-H Paving Company
(Name of Contractor)

Vancouver, Washington
(Address of Contractor)

for Oiling Highway Salem-Dayton, Bellevue, Hopewell and Lafayette Bellevue - Dayton - West Salem Section

which contract is dated 4-12-49

and the assignor does hereby also sell, assign, transfer, and set over unto said bank all of the assignor's right, title, and interest in and to all moneys due or to become due under any and all amendments of, or supplements to, said contract.

The assignor hereby agrees that all payments due, or to become due, under said contract, or under any amendments of or supplements to said contract, and all checks representing said payments, shall be made payable to the order of and delivered to the bank. The assignor does hereby designate and appoint said bank the attorney in fact of the assignor granting unto said bank power irrevocable, for the assignor and in the name, place and stead of the assignor, to receive, endorse and collect each and all of said checks, and to ask, demand and receive of Oregon Highway Commission, the said moneys due or to become due under said contract, or under any amendments of or supplements to said contract, and on payment thereof to give sufficient releases, receipts and discharges thereof and on non-payment thereof, in the discretion of said bank, to file any claim or to take any other action or proceeding, either in its own name or in the name of the assignor or otherwise, which to said bank may seem necessary or desirable in order to collect or enforce the payment of any and all moneys which may become due or owing on account of said contract or any amendments thereof or supplements thereto. It is expressly understood and agreed, however, that the bank shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature of or sufficiency of any payment received by it, or to present or file any claim or to take any other action to collect or enforce the payment of any amount which may have been assigned to it or to which it may be entitled hereunder at any time or times.

The assignor does hereby represent and warrant unto said bank: That no payments have been made on account of said contract, that no prior assignment thereof has been made, and that no additional assignments thereof will be made.

IN WITNESS WHEREOF the assignor has caused this assignment to be duly executed this 2nd day of May, 19 49

ACCEPTANCE

Accepted this .... day of

............, 19......

....

By............

Its............

D-H PAVING COMPANY

By Bob Donner Its Partner

By............ Its............

Attest............ Its............

N.B.C. FORM 263-B

(SEE OVER)

INDIVIDUAL ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON } ss.
COUNTY OF..................... }

On this day before me personally appeared.., to me known to be the individual or individuals described in and who executed the within and foregoing instrument and acknowledged that he (she, or they) signed the same as his (her, or their) free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this..................day of..............................., 19......

(NOTARIAL SEAL)

....
Notary Public in and for the State of Washington,
residing at ....

PARTNERSHIP ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON } ss.
COUNTY OF.....Clark........ }

On this day personally appeared before me.......Bob Dorman.........................., to me known to be one of the partners of the partnership described in, and which executed, the foregoing instrument and acknowledged that he signed the same as the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was duly authorized to execute said instrument for the partnership.

Given under my hand and official seal this......2nd......day of..........May..........., 19 49

(NOTARIAL SEAL)

Gordon L Alvord
Notary Public in and for the State of Washington,
residing at ....Vancouver

CORPORATE ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON } ss.
COUNTY OF..................... }

On this..................day of..............................., 19......, before me personally appeared

.... and ....

to me known to be the..and..

of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARIAL SEAL)

....
Notary Public in and for the State of Washington,
residing at ....

ASSIGNMENT

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned (hereinafter called the "assignor") hereby sells, assigns, transfers and sets over unto THE NATIONAL BANK OF COMMERCE OF SEATTLE, Vancouver Branch, (hereinafter called the "bank"), all of the assignor's right, title, and interest in and to all moneys due or to become due from State of Oregon Highway Commission under that certain

Contract Number 3142 Made by Oregon Highway Commission

with D-M Paving Company
(Name of Contractor)

Vancouver, Washington
(Address of Contractor)

for Oiling Highway Salem-Dayton, Bellevue, Hopewell and Lafayette Bellevue - Dayton - West Salem Section

which contract is dated 4-12-49

and the assignor does hereby also sell, assign, transfer, and set over unto said bank all of the assignor's right, title, and interest in and to all moneys due or to become due under any and all amendments of, or supplements to, said contract.

The assignor hereby agrees that all payments due, or to become due, under said contract, or under any amendments of or supplements to said contract, and all checks representing said payments, shall be made payable to the order of and delivered to the bank. The assignor does hereby designate and appoint said bank the attorney in fact of the assignor granting unto said bank power irrevocable, for the assignor and in the name, place and stead of the assignor, to receive, endorse and collect each and all of said checks, and to ask, demand and receive of Oregon Highway Commission, the said moneys due or to become due under said contract, or under any amendments of or supplements to said contract, and on payment thereof to give sufficient releases, receipts and discharges thereof and on non-payment thereof, in the discretion of said bank, to file any claim or to take any other action or proceeding, either in its own name or in the name of the assignor or otherwise, which to said bank may seem necessary or desirable in order to collect or enforce the payment of any and all moneys which may become due or owing on account of said contract or any amendments thereof or supplements thereto. It is expressly understood and agreed, however, that the bank shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature of or sufficiency of any payment received by it, or to present or file any claim or to take any other action to collect or enforce the payment of any amount which may have been assigned to it or to which it may be entitled hereunder at any time or times.

The assignor does hereby represent and warrant unto said bank: That no payments have been made on account of said contract, that no prior assignment thereof has been made, and that no additional assignments thereof will be made.

IN WITNESS WHEREOF the assignor has caused this assignment to be duly executed this 2nd day of May, 1949

ACCEPTANCE

Accepted this .... day of ...., 19....

....

By ....

Its ....

D-M PAVING COMPANY

By Bob Dorman Its partner

By .... Its ....

Attest .... Its ....

N.B.C. FORM 283-B

(SEE OVER)

INDIVIDUAL ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON }
COUNTY OF........................ } ss.

On this day before me personally appeared..., to me known to be the individual or individuals described in and who executed the within and foregoing instrument and acknowledged that he (she, or they) signed the same as his (her, or their) free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this..........................day of..., 19........

(NOTARIAL SEAL) ....

Notary Public in and for the State of Washington,

residing at ....

PARTNERSHIP ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON }
COUNTY OF Clark } ss.

On this day personally appeared before me Bob Dorman, to me known to be one of the partners of the partnership described in, and which executed, the foregoing instrument and acknowledged that he signed the same as the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was duly authorized to execute said instrument for the partnership.

Given under my hand and official seal this 2nd day of May, 19 49

(NOTARIAL SEAL) Gordon L. Alvord

Notary Public in and for the State of Washington,

residing at Vancouver

CORPORATE ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON }
COUNTY OF........................ } ss.

On this..............................day of.., 19......., before me personally appeared

.... and ....

to me known to be the...and...

of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARIAL SEAL) ....

Notary Public in and for the State of Washington,

residing at ....

ASSIGNMENT

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned (hereinafter called the "assignor") hereby sells, assigns, transfers and sets over unto THE NATIONAL BANK OF COMMERCE OF SEATTLE, Vancouver Branch, (hereinafter called the "bank"), all of the assignor's right, title, and interest in and to all moneys due or to become due from State of Oregon Highway Commission under that certain

Contract Number 3137 Made by Oregon Highway Commission

with D-H Paving Company
(Name of Contractor)

Vancouver, Washington
(Address of Contractor)

for Oiling Highway Corvallis-Newport Eddyville-Kline Mountain Section

which contract is dated 4-12-49

and the assignor does hereby also sell, assign, transfer, and set over unto said bank all of the assignor's right, title, and interest in and to all moneys due or to become due under any and all amendments of, or supplements to, said contract.

The assignor hereby agrees that all payments due, or to become due, under said contract, or under any amendments of or supplements to said contract, and all checks representing said payments, shall be made payable to the order of and delivered to the bank. The assignor does hereby designate and appoint said bank the attorney in fact of the assignor granting unto said bank power irrevocable, for the assignor and in the name, place and stead of the assignor, to receive, endorse and collect each and all of said checks, and to ask, demand and receive of Oregon Highway Commission, the said moneys due or to become due under said contract, or under any amendments of or supplements to said contract, and on payment thereof to give sufficient releases, receipts and discharges thereof and on non-payment thereof, in the discretion of said bank, to file any claim or to take any other action or proceeding, either in its own name or in the name of the assignor or otherwise, which to said bank may seem necessary or desirable in order to collect or enforce the payment of any and all moneys which may become due or owing on account of said contract or any amendments thereof or supplements thereto. It is expressly understood and agreed, however, that the bank shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature of or sufficiency of any payment received by it, or to present or file any claim or to take any other action to collect or enforce the payment of any amount which may have been assigned to it or to which it may be entitled hereunder at any time or times.

The assignor does hereby represent and warrant unto said bank: That no payments have been made on account of said contract, that no prior assignment thereof has been made, and that no additional assignments thereof will be made.

IN WITNESS WHEREOF the assignor has caused this assignment to be duly executed this 2nd day of May, 1949.

ACCEPTANCE

Accepted this .... day of
........, 19....
....
By ....
Its ....

D-H PAVING COMPANY
By Bob Doman Its partner
By .... Its ....
Attest .... Its ....

N.B.C. FORM 283-B

(SEE OVER)

INDIVIDUAL ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON } ss.
COUNTY OF................................

On this day before me personally appeared..., to me known to be the individual or individuals described in and who executed the within and foregoing instrument and acknowledged that he (she, or they) signed the same as his (her, or their) free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this..........................day of.., 19........

(NOTARIAL SEAL)

....
Notary Public in and for the State of Washington,
residing at ....

PARTNERSHIP ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON } ss.
COUNTY OF.......Clark.......

On this day personally appeared before me.................Bob Dorman..., to me known to be one of the partners of the partnership described in, and which executed, the foregoing instrument and acknowledged that he signed the same as the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was duly authorized to execute said instrument for the partnership.

Given under my hand and official seal this..........2nd.......day of.....................May.........................., 19..49.

(NOTARIAL SEAL)

Gordon L. Alvord
Notary Public in and for the State of Washington,
residing at ....Vancouver..................

CORPORATE ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON } ss.
COUNTY OF................................

On this..............................day of.., 19........, before me personally appeared

.... and ....

to me known to be the...and...

of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARIAL SEAL)

....
Notary Public in and for the State of Washington,
residing at ....

ASSIGNMENT

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned (hereinafter called the "assignor") hereby sells, assigns, transfers and sets over unto THE NATIONAL BANK OF COMMERCE OF SEATTLE, Vancouver Branch, (hereinafter called the "bank"), all of the assignor's right, title, and interest in and to all moneys due or to become due from State of Oregon Highway Commission under that certain

Contract Number 3137 Made by Oregon Highway Commission

with D-H Paving Company
(Name of Contractor)

Vancouver, Washington
(Address of Contractor)

for Oiling Highway Corvallis-Newport
Eddyville-Kline Mountain Section

which contract is dated 4-12-49

and the assignor does hereby also sell, assign, transfer, and set over unto said bank all of the assignor's right, title, and interest in and to all moneys due or to become due under any and all amendments of, or supplements to, said contract.

The assignor hereby agrees that all payments due, or to become due, under said contract, or under any amendments of or supplements to said contract, and all checks representing said payments, shall be made payable to the order of and delivered to the bank. The assignor does hereby designate and appoint said bank the attorney in fact of the assignor granting unto said bank power irrevocable, for the assignor and in the name, place and stead of the assignor, to receive, endorse and collect each and all of said checks, and to ask, demand and receive of Oregon Highway Commission, the said moneys due or to become due under said contract, or under any amendments of or supplements to said contract, and on payment thereof to give sufficient releases, receipts and discharges thereof and on non-payment thereof, in the discretion of said bank, to file any claim or to take any other action or proceeding, either in its own name or in the name of the assignor or otherwise, which to said bank may seem necessary or desirable in order to collect or enforce the payment of any and all moneys which may become due or owing on account of said contract or any amendments thereof or supplements thereto. It is expressly understood and agreed, however, that the bank shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature of or sufficiency of any payment received by it, or to present or file any claim or to take any other action to collect or enforce the payment of any amount which may have been assigned to it or to which it may be entitled hereunder at any time or times.

The assignor does hereby represent and warrant unto said bank: That no payments have been made on account of said contract, that no prior assignment thereof has been made, and that no additional assignments thereof will be made.

IN WITNESS WHEREOF the assignor has caused this assignment to be duly executed this 2nd day of May, 1949.

ACCEPTANCE

Accepted this .... day of

.................., 19....

....

By ....

Its ....

D-H PAVING COMPANY

By Bob L Dorman Its partner

By .... Its ....

Attest .... Its ....

N.B.C. FORM 293-B

(SEE OVER)

INDIVIDUAL ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON } ss.
COUNTY OF............................

On this day before me personally appeared.., to me known to be the individual or individuals described in and who executed the within and foregoing instrument and acknowledged that he (she, or they) signed the same as his (her, or their) free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this..........................day of.., 19........

(NOTARIAL SEAL)

....
Notary Public in and for the State of Washington,
residing at ....

PARTNERSHIP ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON } ss.
COUNTY OF.........Clark.........

On this day personally appeared before me.................Bob Dorman.., to me known to be one of the partners of the partnership described in, and which executed, the foregoing instrument and acknowledged that he signed the same as the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was duly authorized to execute said instrument for the partnership.

Given under my hand and official seal this..........2nd..........day of.....................May.............................., 19 49

Gordon L. Alvord
(NOTARIAL SEAL)

Notary Public in and for the State of Washington,
residing at ....Vancouver........................

CORPORATE ACKNOWLEDGMENT OF ASSIGNMENT

STATE OF WASHINGTON } ss.
COUNTY OF............................

On this..............................day of..., 19........, before me personally appeared

.... and ....

to me known to be the..and..

of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARIAL SEAL)

....
Notary Public in and for the State of Washington,
residing at ....

RECEIVED
MAY 12 1949
FOR FILING

127-4309

3142

May 11, 1949

D-M Paving Company
Evergreen Highway & Sleret Ave.
Vancouver, Wash.

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on April 12, 1949, as follows:

Contract No. 3137, covering recoiling on the Eddyville-Kline Mountain Section of the Corvallis-Newport Highway in Lincoln County.

Contract No. 3142, covering oil mat surfacing on the Bellevue-Dayton-West Salem Sections of Salem-Dayton, Bellevue-Hopewell and LaFayette Highways in Polk and Yamhill Counties.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
APR 15 1949
FOR FILING

127-4209

3142

April 15, 1949

D. & H. Paving Co.
Evergreen Hwy. & Sleret Ave.
Vancouver, Washington

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for the Bellevue-Dayton-West Salem Oil Mat Surfacing Project on three state highways, in Polk and Yamhill Counties; This award was based on your low bid of $176,002 using asphlat, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc: S. H. Probert

30-1028 Umatilla Section of the 1949
Columbia River Highway.

#3143

RECEIVED
CU APR 12 1950
FOR FILING

Files

30-1028

ORegon STATE HIGHWAY COMMISSION

April 10, 1950
(Date)

3143 (Contract No.)
5 & 6 Final (Est. No.)
Newport Construction Co. & Russell Olson (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
5125	372125	132.94	4/7/50

[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

Completed:

ACCOUNTING DIVISION

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: APR 11 1950 aaw

NOTED ON CARD
4-11-50

OREGON STATE HIGHWAY COMMISSION

April 10, 1950
(Date)

3143	5 & 6 Final	Newport Construction Co. & Russell Olson
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
5125	372125	132.94	4/7/50

~~[illegible]~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Oct. 31, 1949

ACCOUNTING DIVISION

Completed: July 18, 1949

Contract Accepted: Aug. 1, 1949

Time Extensions: None needed

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-11-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
MAR 22 1950
FOR FILING

[illegible]
[illegible]

March 22, 1950

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No.3143, for work on the Umatilla Section of the Columbia River Highway in Umatilla County, has been completed by the contractor, Newport Construction Co. and Russell Olsen, and that final payment in the amount of $132.94 will be made on or after April 1, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $54,374.49, and that no force account work was performed on the project. This contract was completed on July 18 and accepted by the Highway Commission on August 1, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

TED ON CARD
3-22-50, gl

RECEIVED
SEP 29 1949
FOR FILING

FORM E-30 15M 12-46 27990

30-1028
3143

30-1028
3143

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23rd, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching the approved order for reimbursing the Standard Oil Company in the amount of $47.57 for work around their building at Umatilla. Inasmuch as they secured a full width pavement in front of their property without expense, and, I think, a company which sells thousands of dollars worth of materials annually to the State Highway Department could well afford to assume this cost, I believe a letter should be addressed to some of their higher officials expressing our disapproval of such picayunish treatment.

I have often found that the head officials of a company do not approve such lack of cooperation from their minor employees.

Very truly yours,

HGSmith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30X 10M 6-48 29469

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 12, 1949

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Smith:

We are attaching hereto Order for State Force Work in the amount of $47.57, to cover the cost of replacing with oiled macadam a strip of blacktop paving removed back of the curb line adjacent to the Standard Oil Company property in Umatilla, in connection with the Umatilla Construction Project, Contract 4143.

3143

A letter of explanation from Mr. Hodge is also attached along with bill from the Standard Oil Company of California, in the amount as stated above. We believe that this is a just charge against the project and we recommend payment of the bill.

Very truly yours,

E. F. CHIDSEY
Division Engineer

By CDC

C. D. Cannon
Office Engineer

CDC:hw
enc.

FORM E-20 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
September 9, 1949

RECEIVED
SEP 12 1949
DIVISION OFFICE
LA GRANDE

SUBJECT:

To: Mr. E. F. Chidsey
Division Engineer
La Grande, Oregon

Dear Sir:

Some time ago I submitted an order for State Force Work 3D-1028-249 for $47.57. This was to pay The Standard Oil Co. for replacing with oiled macadam a strip of blacktop paving which was removed back of the curb line in order to have room for working and for forms for curb.

You suggested that I get a bill from them and get more detail. I wrote to them and got the bills but no more details as to the cost as the accompanying letter explains.

I haven't received my copy of the order, possibly you haven't sent it in yet and may want to pay them directly as a bill as you suggested.

Will send the bills OK'd and you can handle as desired.

The rate for the work is quite high but the total bill is not very much. The service station was discommoded considerable during the time the Contract was in progress.

Very truly yours,

W. S. Hodge

W. S. Hodge
Res. Engr.
Pendleton

RECEIVED
AUG 16 1949
FOR FILING
30-1028
3143

August 15, 1949

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Newport Construction Company and Russell Olson a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3143 for grading and surfacing on the Umatilla Section of the Columbia River Highway in Umatilla County. This payment, which is in the amount of $7,892.50, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,677.57. The present payment to the contractor will be made on or after August 25, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD
8-15-49

RECEIVED
AUG 10 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

30-1028

3143

Aug. 9, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

After reading again the letters which have to do with a claim filed by one Cy Morgan of Ellensburg, Washington, for damage to a building in the town of Umatilla, it was my conclusion that neither the State, the Highway Commission or the State's contractor is liable for the damage claimed. I therefore suggest that we let this matter rest until something further develops.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FRC

RECEIVED
AUG 4 1949
FOR FILING

30-1028

3143

File

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1949

SUBJECT:

Original referred to Mr. Devers with notation: "Contract was between State and Newport. Contract No. 3143."

To:

Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

I have read your letter dated July 7, which has been on my desk for some time and which has to do with a claim of Cy Morgan of Ellensburg, Washington, for damage to a building. Part of the responsibility for the damage he is urging against the Newport Construction Company.

The question I have is this: Was the work that the Newport Construction Company doing covered by contract between the Construction Company and the State, or was it between the Construction Company and the City of Umatilla?

Personally I am unable to find any liability on the State, the Highway Commission, or the Newport Construction Company.

Very truly yours,

(sgd) J. M. Devers

J. M. Devers

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT #13
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 23, 1949 19

Section Umatilla

Kind of work Grading & Oil Mat

Highway Newport & Olson

Section prefix 30-1028

Contractor Newport & Olson

Contract number 3143

Date of contract April 12, 19 49

Date of completion October 31, 19 49

Date work started April 28, 19 49

Estimated date of completion July 18, 19 49

Amount of contract $ 57,474.00

Per cent of time elapsed 48.0 %

Estimated cost of completed project, exclusive of engineering $ 57,474.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 3808.90, 110.5 %

Date project was completed July 18, 19 49

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished maintening and trimming up July 18, 1949. Finished recross-sectioning the past week. Last report until semi-final.

Signed W. L. Hodge

Address Pendleton, Oregon

NOTED
E. M. BOOTH

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.92	0.92			
Miles partially completed	0.92	0.92			
Miles completed	0.92	0.92			
Total estimated quantities	12,600	11,700		2000	
Estimated quantities moved or placed to date	12,600	11,700		2000	
Average daily quantities	1400	550		440	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair-Cool		
Tuesday	Cloudy-Cold		
Wednesday	Fair		
Thursday	Cloudy		
Friday	Fair		
Saturday	Fair		

RECEIVED
JUL 25 1940
OFFICE OF
[illegible] ENGINEER

RECEIVED
JUL 8 1949
FOR FILING
30-1028
3143

Salem, Oregon
July 7, 1949

Mr. J. M. Devers
[illegible]
[illegible]

I attach hereto a correspondence file having reference to a claim by Cy Morgan, of Ellensburg, Washington. In this claim, it is alleged that the Newport Construction Company, which has a contract with the State Highway Commission in Umatilla, caused the failure of a partly-constructed pavement wall, for which a claim of $10,000 is made against the City of Umatilla.

I believe the report of the Division Engineer and the Resident Engineer, particularly that of the Resident Engineer, gives all facts in this case. The report is supplemented by notice from the City of Umatilla at various times to Mr. Morgan that his building foundation was considered unsafe and he has been ordered to take proper corrective measures.

Contrary to Morgan's claim that the contractor caused collapse of the building wall, you will note the Resident Engineer's report that no equipment or men were working near either wall when they collapsed and, further, that the contractor did no backfilling at the place where the wall caved in.

I do not know what further action, if any, Mr. Morgan will take in this matter, but it appears to me that the state and its contractor, as well as the City of Umatilla, are blameless in this matter.

After you have studied the file, it probably would be a matter of courtesy to advise the City of Umatilla of our investigations and recommendations in this matter.

W. C. Williams

WCW:bs

Encl.
cc Mr. H. G. Smith
Mr. E. F. Chidsey

FORM E-30 25M 1-48 28023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

I am attaching hereto letters from Messrs. Hodge and Chidsey relative to the claim of Cy Morgan of Ellensburg, Washington, that the operations of the Newport Construction Company caused the failure of a partly constructed basement wall. There are also attached copies of several ordinances of the City of Umatilla requiring the construction of a fence around the basement as it was considered unsafe.

In view of the report of Mr. Hodge and the various ordinances of the City of Umatilla, there would seem to be no doubt that the wall was constructed in an unsafe manner and its failure not due to any action of the contractors.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

RECEIVED
AUG 4 1949
FOR FILING
30-1028
3143

File

30-1028
3143

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
June 23, 1949

SUBJECT:

C
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To: Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

I am attaching a report from Mr. Hodge pertaining to the alleged damage to a basement wall in the Town of Umatilla on property belonging to Mr. Cy Morgan. I had previously investigated this wall personally the next day or so after it collapsed, and I could see no reason why the owner could claim that the collapse resulted from the contractor's work in the vicinity of the wall.

As stated in Mr. Hodge's report the wall on the south side of the excavation collapsed first and was followed a short time later by the collapse on the street side adjacent to our work. This wall has been shored up with braces and the braces on the wall still stand. The braces, especially, on the east and west sides are badly bent and are due to collapse at almost any time.

I can see no reason why either the City of the State should be held responsible for the damage alleged by Mr. Morgan.

Enclosed copies of letters from the City of Umatilla indicate that this construction was considered unsafe several months prior to the collapse of the wall and I had been informed that the building inspectors had stopped construction on this building due to improper construction of the basement or foundation walls.

Very truly yours,

(sgd) E. F. Chidsey

E. F. CHIDSEY
Division Engineer

EFC/hw
encls.

[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
June 20, 1949

C
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Y

SUBJECT: Umatilla Section
Contract #3143

Mr. E. F. Chidsey
Division Engineer
La Grande, Oregon

Dear Sir:

This is a report in connection with the alleged damage which was done to the basement walls of a building to be constructed in Umatilla, in reference to a letter dated June 11 and written by Kern & Dano, lawyers for a certain Cy Morgan of Ellensburg, Washington.

These walls have been built for some 2 years and left. The front wall is 91 ft. long, 10 ft. high and about 12" thick, the side walls are possibly 100 ft. long. The top of the front wall is about 1.5' below top of curb and is about 10' back of the front face of curb. The walls are made of cement blocks 12"x16"x8", the wall being 12" thick. The walls were about to collapse quite some time ago, probably at the time they were backfilled and braces were put up every 20 ft. or so in an attempt to hold up the walls. The braces were and are badly bowed which shows pressure against them.

When we started work we looked at the front wall and saw that it was already about to fall down, or looked that way being out of line. I told the Contractors not to get too close to the wall as it might collapse. There was a very little light grading to do and the equipment did not have to get very close to the wall. The wall has been pretty well backfilled. There were a very few yards to fill in at the N.E. corner (15 or 20 yds.) this part of the wall is still standing.

The city water dept. had done some work on pipe lines at the South wall and did some digging and backfilling fairly close to the wall.

About 9 o'clock or so in the morning of May 15th, about 70 feet of wall fell over on the South side, or where the city had been working some time previously. Then immediately 39 feet of wall caved in on the North side of the building or along 6th St. where the grading and curbs were being constructed. A man across the street working for the P.P. and L. Co. saw the walls fall and said the South wall fell first. It had rained quite hard the night before which may have had something to do with it. (This has been about the only rain we have had for weeks.)

Contrary to the statements made in the claim filed no equipment or men were working near either wall when they collapsed. The claim states that on May 15th. The Newport Construction Co. while backfilling "negligently, carelessly and unlawfully pushed over and broke up 100 feet of wall." This was entirely untrue as they did no backfilling at the place where the wall caved in and were not even near there and only 39 feet of wall fell over of its own accord.

The same applys to the city's part on the South side--no equipment or anybody was near when the walls collapsed, and the date was not May 17th.

These walls are very dangerous and will sooner or later, in all probability, all collapse and might fall on children playing around there. They should all be condemned and shoved over before someone, or more, are hurt or killed. The walls would never stand up, as built, with a 10' backfill, for very long.

I am enclosing a copy of a claim against the City of Umatilla and also copies of some correspondence in connection.

Very truly yours,

(sgd) W. S. Hodge

W. S. Hodge
Resident Engineer
Pendleton, Oregon

CC/H. G. Smith

WSH/bc
Encs.

CY MORGAN,)
Claimant,)
vs.) No.
) CLAIM
THE CITY OF UMATILLA,)
a Municipal Corporation,)

C O P Y

- - - - -

TO THE CITY COUNCIL OF THE CITY OF UMATILLA, and

TO THE CLERK THEREOF:

STATE OF OREGON)
) ss.
County of Umatilla)

CY MORGAN, first being duly sworn, upon oath deposes and says: That at all times mentioned herein the contracting firm of Newport Construction Company of Portland, Oregon, and Sick and Weegan, contractors, were employed by the City of Umatilla in connection with the construction of certain sidewalks and streets and laying of water pipes within the city limits of the said city. That at all times the said contractors were acting as agents for and on behalf of the said city. That all acts in connection with the said construction work were done for and on behalf of the said city as agents for the said city.

Your affiant is the owner of the following described property situate in said city, being more particularly described as Lots 3 and 4, Block 88, Wardwells Addition to the City of Umatilla.

That on said property there is constructed a basement 100 feet by 80 feet consisting of concrete block walls and shoring for a building to be constructed, and that the reasonable value thereof is $10,000.00.

That on or about the 15th day of May, 1949, the said Newport Construction Company was engaged in building a street and sidewalk abutting the said property of your affiant and that while backfilling earth in connection with said work the said contractors did negligently, carelessly and unlawfully push over, break up and destroy one entire side of said wall for a distance of approximately 100 feet, to that that portion of said wall was totally destroyed, and thereby weakening the other walls of said basement.

That on or about the 17th day of May, 1949, the said Sick and Weegan was engaged in covering water pipes abutting the said property of your affiant and that while backfilling earth in connection with said work the said contractors did negligently, carelessly and unlawfully push over and destroy one entire side of said wall for a distance of 100 feet, so that that portion of said wall was totally destroyed, and thereby further weakening the other walls of said basement.

That the destruction of said walls has totally destroyed the value of the entire basement and will require rebuilding of the same.

That the claimant has been damaged in the amount of $10,000.00 thereby, by the wrongful acts of the said city through the duly authorized and acting agents of the said city.

WHEREFORE, the claimant does herewith file his claim as aforesaid against the City of Umatilla in the total sum of Ten Thousand Dollars ($10,000.00).

(Signed) Cy Morgan

Subscribed and sworn to before me this 13th day of June 1949.

(signed) H. K. Dano
Notary Public in and for the State of
Washington, residing at Ellensburg

C
O
P
Y

March 28, 1949

Cy Morgan
Kittitas Music Co.
206 4th St.
Ellensburg, Washington

Dear Mr. Morgan:

The matter of an unprotected basement heretofor constructed on property owned by you and Clarence Gillis, and being a sore eye to the City as well as dangerous, has come again to the attention of the Planning Commission and referred to the City Council.

This matter has been brought to the attention of Mr. Gillis before with no results, so the City has decided to take immediate action. It is requested you construct a solid board fence, not less than five feet in height around this property, for the protection of children playing in that area and to conceal it from view of the public; at your own cost. Otherwise the City will be forced to construct said fence and assess the cost to your property.

If no action is taken on your part by April 7, 1949, the City will take action without further notice.

Very truly yours,

CITY OF UMATILLA

Mary J. Neill, Recorder

C
O
P
Y

June 7, 1949

Cy Morgan
Ellensburg, Washington

Dear Sir:

As you will recall last night while you were present, the City Council of the City of Umatilla determined that the excavation and structure situate upon your property, being Lots 3 and 4, Block 88 Wardwell's Addition to the City of Umatilla, was dangerous and the said City Council City of Umatilla, ordered the excavation and structure be made safe by constructing a fence around the excavation in accordance with the letter addressed to you under date of March 28, 1949 and, that the necessary support be made to facilitate the construction of sidewalks on 6th street in front of said excavation.

Ordinance No. 157 provides that five (5) days notice shall be given yourself and if this order be not obeyed and the fence constructed, and the necessary support put in for the sidewalk, within five (5) days from the date of this notice, then and in that event, the City Council of the City of Umatilla shall at the expense of the property cause the necessary work to be performed.

In the event that you fail to perform the work within the said five (5) day period the City Council will file a statement of the work to be performed with the Recorder and shall advertise for bids for the performance of the work and after the bids have been opened, the contract let and the work performed, the cost shall be as above stated, assessed against the property.

I am enclosing herewith a copy of the above referred to letter under date of March 28, 1949.

Very truly yours,

Mary J. Neill, City Recorder
City of Umatilla

Enc. Copy letter.

C
O
P
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NOTICE

Notice is hereby given that the City Council of the City of Umatilla will hold a hearing Monday, June 6, 1949 at 8:30 P.M. at the City Hall in Umatilla, Oregon for the purpose of determining whether or not the buildings, structures, excavations, etc. located upon the following described lands are dangerous:

> A parcel of land beginning twenty (20) feet North and one hundred (100) feet East of the SW corner of Block Eleven (11), Brownell's Addition to the City of Umatilla, County of Umatilla, State of Oregon, running thence East two hundred (200) feet; thence North one hundred (100) feet; thence West two hundred (200) feet; thence South one hundred (100) feet to the point of beginning:
>
> A parcel of land beginning twenty (20) feet North of the SW corner of Block Eleven (11), Brownell's Addition to the City of Umatilla, County of Umatilla, State of Oregon, running thence East one hundred (100) feet; thence North one hundred (100) feet; thence West one hundred (100) feet; thence South one hundred (100) feet to the point of beginning:
>
> All of the remainder of Block Eleven (11), Brownell's Addition to the City of Umatilla, County of Umatilla, State of Oregon:
>
> Lots six (6) and seven (7) in Block two (2), Brownell's Addition to the City of Umatilla, County of Umatilla, State of Oregon:
>
> Lot three (3) less the West four (4) feet, and all of Lot four (4) in Block twenty-nine (29) Original Town of Umatilla, Umatilla County, State of Oregon:
>
> The West four (4) feet of Lot three (3), in Block twenty-nine (29) Original Town of Umatilla, County of Umatilla, State of Oregon:
>
> Lots three (3) and four (4) Block eighty-eight (88) Wardwell's Addition to the City of Umatilla, County of Umatilla, State of Oregon.

At said hearing the owners, or any person interested in said property or buildings located thereon shall have the right to be heard. This notice is given more than 10 days prior to the hearing pursuant to the Ordinance No. 158, said notice to be posted in three (3) public places in the City of Umatilla. At such hearing the Council shall have the power to order any buildings, structures or works declared to be dangerous, removed and abated or shall have the buildings, structures or works made safe. Five (5) days notice of the findings of the Council shall be given to the owners of said buildings, structures or works and if the orders be not obeyed and said buildings, structures or works rendered safe within the time in said order specified, the Council shall order said buildings, structures or works removed or made safe at the expense of the property on which the same may be situated, and the costs therefore become a lien against the property.

City of Umatilla
A Municipal Corporation

By (sgd) Mary J. Neill
Mary J. Neill, City Recorder

RECEIVED
JUN 14
FOR FILING

30-1028

2143

June 14, 1949

Kern and Dano
Washington National Bank Building
Ellensburg, Washington

Gentlemen:

We are referring your letter in regard to damage to a basement in Umatilla to our Construction Engineer for an investigation and report.

The work being done at Umatilla is under contract by Newport Construction Company and Russell Olson, 7031 Northeast Halsey, Portland 16, Oregon, and the contractor is not authorized to go beyond the right of way lines in his work.

We suggest you contact the contractor in regard to this damage.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

cc: H. G. Smith

LHW/gd

7031 NE Halsey
Portland 16

Newport Constr Co + Russell Olson

F. A. KERN
H. K. DANO

LAW OFFICES OF
KERN AND DANO
WASHINGTON NATIONAL BANK BUILDING
ELLENSBURG, WASHINGTON
PHONE 2-1491

June 11, 1949

Oregon State Highway Department
Salem, Oregon

Gentlemen:

We represent Cy Morgan who owns Lots 3 and 4, Block 88, Wardwell's Addition to the City of Umatilla, Oregon. On these particular lots he had a basement 100 by 80 feet which was made of concrete blocks and in which he had shorings constructed and had anticipated building a building thereon.

That your department in connection with road work through the city on or about May 15, 1949, by the use of heavy equipment pushed over a 100-foot section of one of these walls.

The basement cost approximately $10,000.00 to construct and as a result of the damage to the one wall, the entire structure has been weakened, and our client has sustained considerable damage thereby.

Kindly direct my attention to the proper channels so that I may make prompt and immediate claim for the damages sustained by our client.

I understand that this work was done in conjunction with the City so that there may be a question of liability by both the city and the state.

Very truly yours,

KERN AND DANO

H. K. Dano

H. K. Dano

HKD:hw

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JUN 1
STATE HIGHWAY COMMISSION

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FOR FILING

30-1028

3143

May 11, 1949

Newport Construction Co. and Russell Olsen
7031 N. E. Halsey St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3128, for reoiling on Stanfield-Pendleton-Adams Section of the Boardman-Stanfield, Old Oregon Trail and Oregon-Washington Highways in Umatilla County, awarded April 11, 1949.

Contract No. 3143, for grading and surfacing on the Umatilla Section of the Columbia River Highway in Umatilla County, awarded April 12, 1949.

Contract No. 3144, covering reoiling on the Washington State Line-Sunnyside Section of Sunnyside-Umapine Highway in Umatilla County, awarded April 12, 1949.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 3

RECEIVED
APR 28 1949
FOR FILING

30-1038

3145

CITY OF UMATILLA

April 26, 1949

Mary J. Neill,
City Recorder
Umatilla, Oregon

Dear Madam:

Responding to the request contained in your letter of April 25, 1949, I enclose for the records and files of the City of Umatilla, a copy of the contract awarded by the State Highway Commission at its meeting on April 12th, for improvement of the Columbia River Highway through your City. This contract, as you will note, was awarded to the Newport Construction Company and Russell Olson, for the sum of $57,474.00.

The time limit set for completion of this project is [illegible]. No provision has been made in the contract with the contractor to close the highway to traffic, so in all probability it will remain open for public use at all times during construction, unless something unforseen develops.

Mr. W. S. Hodge, our resident Engineer with headquarters at Pendleton, will have charge of the work, and should you desire additional information regarding the project, I would suggest that you arrange to contact him some time when he is in your city.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:td
Enc.

Hodge [illegible]

CITY OF UMATILLA

RECORDER'S OFFICE
UMATILLA, OREGON

April 25, 1949

State Highway Commission
Salem, Oregon

Attention H. B. Glaisyer

Dear Sir:

We wish to extend our thanks for the cooperation given us on thecurbs, surfacing and oiling of the Columbia River Highway through Umatilla. Some of our citizens have been requesting information as to the method to be used in doing this. The main interest is in how long a period of time traffic may have to be routed off this street. We would appreciate having a copy of the contract let, to keep in our files.

Very truly yours,

CITY OF UMATILLA

Mary J. Neill

Mary J. Neill, Recorder

[illegible] 4/12/49

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APR 26 [illegible]
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
[illegible] GLAISYER

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APR 15 1949
FOR FILING

[illegible]-10-2-8

3143

April 15, 1949

Newport Construction Co. &
Russell Olson
7031 N. E. Halsey Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for 0.92 mile of grading, surfacing, and oiling the Umatilla Section of the Columbia River Highway, in Umatilla County. This award was based on your low bid of $57,474 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cf
cc: S. H. Probert

130-4212 Washington State Line-Sunnyside
Reoiling Project on the Sunny-
#3144 side-Umapine Hwy. 1949

RH Baldock

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DEC 13 1949
FOR FILING

30-4212

3144

December 5th, 1949

FINAL COST ANALYSIS

Sunnyside-Umapine Highway
Contract #3144

Washington State Line-Sunnyside Section
Prefix 130-4212-201(46)

Newport Construction Co. and Russell Olson, Contractors
W. S. Hodge, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	3.8	Mile	$73.50	$200.00	$279.30	$760.00
Hauling Aggregates	11,147.5	Yd. Mi.	0.15	0.14	1,686.52	1,560.65
Placing Aggregates	1,970	Cu. Yd.	0.71	1.25	1,394.40	2,462.50
Furnish & Place 151-200 Asphalt	148.92	Ton	40.14	42.00	5,977.95	6,254.64
					$9,338.17	$11,037.79

Gross Revenue	$11,037.79
Total Cost	9,338.17
Net Profit	$ 1,699.62

Net Profit Equals 15.4% of Gross Revenue

Detail of Cost

Labor:			
Supervision		$220.00	
Labor		2,244.83	
State Industrial Accident Insurance		106.63	
Social Security & Unemployment Insurance		105.71	
			$2,677.17
Materials:			
Asphalt	148.92 Ton at $21.00	$3,127.32	
Freight on Asphalt	148.92 " " 6.65	990.92	
			4,118.24
Equipment Rental & Misc.:			
Equipment Rental		$1,078.00	
Truck Rental		414.00	
Rented Equipment		180.33	
Gas, Oil and Grease		555.93	
P.L. & P.D.		44.55	
Small Tools & Misc. Supplies		46.91	
Bond		78.64	
Home Office & General Overhead		144.40	
			2,542.76
Total Cost........................			$9,338.17

Breakdown of Costs

	Total Cost	Amount	Unit Cost
Aggregate:			
Load	$440.74	1,970 Cu. Yd.	$0.22
Place	953.66	1,970 Cu. Yd.	0.49
	$1,394.40	1,970 Cu. Yd.	$0.71
Asphalt:			
Heat	$362.26	148.92 Ton	$2.43
Haul	774.13	" "	5.20
Place	598.32	" "	4.02
Cost of Aggregate	4,243.24	" "	28.49
	$5,977.95	148.92 Ton	$40.14

Remarks:

This was a "State Emergency Repair" project calling for the construction of 2.85 miles of 0-11 oil mat wearing surface. The contract was bid and awarded April 12th, 1949, work was started by the contractor on August 10th, and completed August 15th.

Mineral aggregates were supplied to the contractor from state-owned stockpiles with haul being paid separately from the loading and placing item. Asphalt was shipped by rail from Portland and heated and hauled to the job site in the usual manner.

Fifty work hours were required to complete the project, with an average of 3 tons of asphalt and 39 cubic yards of aggregates being placed per work hour.

This project was well handled and good equipment was used. The bid price for hauling aggregates was slightly low for the class of hauling but was made up for by a higher than normal bid for placing aggregates. A good profit was made on the project.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED

FOR FILING

130-4212

3144

October 20, 1949

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3144, for recoiling on the Washington State Line-Sunnyside Section of the Sunnyside-Umapine Highway in Umatilla County, has been completed by the contractor, Newport Construction Co. and Russell Olson, and that final payment in the amount of $500 will be made on or after October 31, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,037.79, and that no force account work was performed on the project. This contract was completed on August 15 and accepted by the Commission on September 21, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: T. C. Field and Co.
264 Lowry Medical Arts Bldg.
St. Paul 2, Minn.

Ransom & Rowland, Inc.

NOTED ON CARD

10-20-49; gl

RECEIVED
SEP 30 1949
FOR FILING

130-4212
3144

September 29, 1949

Newport Construction Co. and
Russell Olson
7031 N. E. Halsey St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 15 days, from July 31 to August 15, 1949, within which to complete your contract No. 3144 for reoiling on the Washington State Line-Sunnyside Section of the Sunnyside-Umapine Highway in Umatilla County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

N. G. Smith

NOTED ON CARD

9-22-49 g.c.

RECEIVED
SEP 22 1949
FOR FILING

130-42121

3144

September 21, 1949

Seaboard Surety Co.
80 John St.
New York 7, N. Y.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Newport Construction Co. and Russell Olson, on contract No. 3144, for reoiling on the Washington State Line-Sunnyside Section of the Sunnyside-Umapine Highway in Umatilla County. This payment, in the amount of $10,537.79, will be made on or after October 1, 1949. The retained percentage is $500.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD

9-21-49 gc

RECEIVED
SEP 8 1949
FOR FILING

120-4212

3144

September 7, 1949

Request for extension of time
No. 5
September 19 and 20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Newport Construction Company and Russell Olsen for an extension of time on Contract No. 3144, Washington State Line-Sunnyside Section of the Sunnyside-Umapine Highway, from July 31, 1949 to September 15, 1949.

This contractor was doing considerable oiling work for the State and was unable to reach this project until August 10, 1949. The project was completed within five days, and there was no inconvenience either to the State or to the traveling public. The contractor requested an extension to September 15, but the project was completed on August 15 and I would recommend an extension to that date without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT #2 Last Report
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 20, 1949

Section Washington State Line-Sunnyside
Kind of work Re-oiling
Highway Sunnyside-Umapine
Section prefix 130-4212
Contractor Newport & Olson
Contract number 3144
Date of contract April 12, 1949
Date of completion Extended to Sept. 15, 1949
Date work started August 10, 1949
Estimated date of completion August 15, 1949
Amount of contract . . . . $ 10,485.50
Per cent of time elapsed 114.0 %
Estimated cost of completed project, exclusive of engineering . . . . $ 15,064.92
Per cent of contract completed, based on total contract price . . . . 100 %
Engineering cost to date $ 222.74, 25.6 %
Date project was completed August 15, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished oiling and maintaining August 15. Some extra oiling was done to use up excess oil according to instructions from Mr. E. F. Chidsey.

The whole job of oiling looks very good.

NOTED

Signed A. L. Hodge
Address Pendleton

NOTED
E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities				1970	
Estimated quantities moved or placed to date				1970	
Average daily quantities				657	
Average daily quantities necessary to complete project on time					
Number shifts per day	0				
Hours per shift	0				
Average force on project for week	0				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair-shower in PM		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

RECEIVED
AUG 22 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 12 1949
FOR FILING

130-4212

3144

May 11, 1949

Newport Construction Co. and Russell Olsen
7031 N. E. Halsey St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3128, for reoiling on Stanfield-Pendleton-Adams Section of the Boardman-Stanfield, Old Oregon Trail and Oregon-Washington Highways in Umatilla County, awarded April 11, 1949.

Contract No. 3143, for grading and surfacing on the Umatilla Section of the Columbia River Highway in Umatilla County, awarded April 12, 1949.

Contract No. 3144, covering reoiling on the Washington State Line-Sunnyside Section of Sunnyside-Umapine Highway in Umatilla County, awarded April 12, 1949.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 3

RECEIVED
APR 15 49
FOR FILING

130-4212

3144

April 15, 1949

Newport Construction Co. &
Russell Olsen
7031 N. E. Halsey Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for 2.85 miles of reoiling on the Washington State Line-Sunnyside Section of the Sunnyside-Umapine Highway, in Umatilla County. This award was based on your low bid of $10,485.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

af
cc: S. H. Probert

136-1013 Amity-Hopewell Section of 1949
the Bellevue-Hopewell Hwy.
#3145

RECEIVED
SEP 14 1949
FOR FILING

136-1013

3145

September 13, 1949

United Pacific Insurance Company
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

Please be advised that State Highway Contract No. 3145, for work on the Amity-Hopewell (Units 1 & 2) Section of the Bellevue-Hopewell Highway in Yamhill County, has been completed by the contractor, Durbin Bros., and that final payment in the amount of $1,552.75 will be made on or after September 23, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $37,945.42, and that no force account work was performed on the project. This contract was completed July 8 and accepted by the Highway Commission August 1, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

This notice is sent to you for your information as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mr. Bryant G. DeBar

NOTED ON CARD
9-13-49

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E. H. Baldock NOTED
State Highway Engineer

September 9th, 1949

FINAL COST ANALYSIS

Contract #3145
Amity-Hopewell

Prefix 136-1013
Bellevue-Hopewell Secondary Highway

Grade & Surface
Durbin Bros., Contractors
J. E. Folston, Resident Engineer

136-1013

3145

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$1,295.61	$3,500.00
Structural Excavation	160.25	Cu. Yd.	$1.39	$3.50	222.01	560.88
General Excavation Sta. 134+90 to 138+50	14,461.2	" "	0.621	0.65	8,976.38	9,399.78
Gen'l. Excav., Unclass.	9,196.1	" "	0.217	0.40	1,992.28	3,678.44
Short Overhaul	19,531	Yd. Sta.	0.02	0.02	390.62	390.62
Finishing Roadbed and Slopes	0.8	Mile	509.96	800.00	407.97	640.00
12" Concrete Pipe	72	Lin. Ft.	1.43	2.00	102.75	144.00
18" " "	324	" "	2.66	3.00	864.44	972.00
3"-0" Mat'l. in Base	2,921	Cu. Yd.	2.44	3.50	7,112.41	10,223.50
3/4"-0" Mat'l. in Base	978	" "	2.70	3.60	2,641.28	3,520.80
Sprinkling	112.2	M-Gal.	4.97	3.00	557.06	336.60
Preparation of Base	0.8	Mile	328.67	300.00	262.96	240.00
Mineral Aggregate	348	Cu. Yd.	4.22	5.50	1,467.56	1,914.00
151-200 Asphalt	39.8	Ton	47.60	55.00	1,894.75	2,189.00
PA #1: 8" Perf. Conc. Drain	159	Lin. Ft.	0.91	1.00	144.79	159.00
Rock Backfill	15	Cu. Yd.	3.29	4.00	49.41	60.00
PA #2: Long Overhaul	28	C-Yd. Sta.	0.60	0.60	16.80	16.80
					$28,399.08	$37,945.42

Gross Revenue	$37,945.12
Total Cost	28,399.08
Net Profit	$ 9,546.04

Net Profit Equals 25.2% of Gross Revenue

Amity-Hopewell

Detail of Cost

Labor:

Supervision		$1,500.00	
Labor		4,604.48	
State Industrial Accident Insurance		207.20	
Unemployment Insurance		138.13	
Social Security		46.04	
			$6,495.85

Materials:

12" Concrete Pipe	72 Lin. Ft. at $0.75	54.00	
18" " "	324 " " " 1.55	502.20	
8" Perf. Conc. Drain Pipe	159 " " " 0.40	63.60	
Crushed Gravel Backfill	15 Cu. Yd. " 1.71	25.65	
3"-0" Crushed Gravel	2,921 " " " 1.90 del.	5,549.90	
3/4"-0" Crushed Gravel	978 " " " 2.15 "	2,102.70	
			8,298.05

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	5,178.00	
" " , Hired	995.61	
Gas, Oil and Grease	1,109.02	
Move In, Freight & Cartage	1,304.72	
Miscellaneous Supplies & Small Tools	347.13	
Explosives	22.04	
Bond	236.20	
Home Office & General Overhead	948.64	
P.U.C.	38.02	
		10,179.38

Payments to D-H Paving Co., Oiling Subcontractor:

Preparation of Base	0.43 Mile at $300.00	129.00	
Furnish and Place Mineral Aggregate	124 Cu. Yd. at $3.95	489.80	
Furnish and Place Asphalt	15.0 Ton " 45.00	675.00	
			1,293.80

Payments to O. C. Yocom, Oiling Subcontractor:

Preparation of Base		120.00	
Furnish and Place Mineral Aggregate	324 Cu. Yd. at $4.00	896.00	
Furnish and Place Asphalt	24.8 Ton " 45.00	1,116.00	
			2,132.00

Total Cost $28,399.08

Amity-Hopewell

Remarks:

This contract required the grading, surfacing and oiling of two short sections of the Bellevue-Hopewell Secondary Highway. The work was bid and awarded on April 12th, 1949; work was started on April 21st; and the project was completed on July 8th, 1949.

The clearing consisted of second growth oak and fir and was completed in two weeks time by a 6-man crew and a D-8 cat and dozer. The general excavation was common material which was easily moved with a D-8 cat pulling a 15-yard scraper and the D-8 and dozer. As most of the haul was within 1,000 feet, the common material was moved at the high average of 115 cu. yds. per hour. The excavation from Sta. 134+90 to Sta. 138+50 was in a single cut and consisted of loose rock, boulders and pillar rock. The contractor elected to use the cat and carryall, assisted by the cat and dozer, to handle the material. No drilling or shooting was done, but the lower part of the cut was loosened with a heavy ripper. While this method caused excessive wear to the equipment, the material was moved at a small profit.

The crushed gravel for the surfacing was purchased from the Grand Island Sand and Gravel Company and delivered to the job. The oiling work was done both by the D-H Paving Company and the O. C. Yocom Company.

The contractor made excellent progress on the work due to good equipment and supervision and to favorable weather. There was a good profit margin on the clearing, common excavation and the rock surfacing items.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

18 - 21

Form E-1-5M-11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 13, 1949

Section Amity - Hopewell (Units 1 & 2)

Kind of work Grading and Oil Mat Surfacing

Highway Bellevue - Hopewell

Section prefix 136 - 1013

Contractor Durbin Bros

Contract number 3145

Date of contract April 12, 1949

Date of completion August 31, 1949

Date work started April 21, 1949

Estimated date of completion July 8, 1949

Amount of contract $ 38,701.00

Per cent of time elapsed 85.7 %

Estimated cost of completed project, exclusive of engineering $37,945.42

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2,286.61, 5.9 %

Date project was completed July 8, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-final Estimate was turned in to the Division Office Wednesday.

This is the last report.

Signed James E Tolston

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M. [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.80	0.80		0.80	
Miles partially completed					
Miles completed	0.80	0.80		0.80	
Total estimated quantities	26,500	4,000		41 Tons	
Estimated quantities moved or placed to date	23,657.3	3,899		39.80 Tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Clear, Warm		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	"		
Saturday	"		

RECEIVED
AUG 15 1940
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 26750

RECEIVED
JUL 18 1949
FOR FILING
136-1013
3145

July 15, 1949

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Durbin Bros. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3145 for grading and surfacing on the Amity-Hopewell (Units 1&2) Sec. of the Bellevue-Hopewell Highway in Yamhill County. This payment, which is in the amount of $22,461.12, reduces the retained percentage to 5% of the total amount earned by the contractor, or the sum of $1,125.55. The present payment to the contractor will be made on or after July 25, 1949.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland, Oregon

United Pacific Insurance Co.
Bryant O. DeBar
86 10th East
Eugene, Oregon

NOTED ON CARD
7-15-49

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FOR FILING

136-1013

3145

May 11, 1949

Durbin Bros.
220 Whitbeck Street
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3145 which was awarded to you on April 12, 1949 by the State Highway Commission, covering the Amity-Hopewell (Units 1 & 2) Section of the Bellevue-Hopewell Highway in Yamhill County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 15
FOR FILING
136-1013
3145

April 15, 1949

Durbin Brothers
280 Whitbeck Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on Tuesday, April 12, 1949, awarded you the contract for 0.80 mile of grading, surfacing, and oiling on the Amity-Hopewell Section of the Bellevue-Hopewell Highway, in Yamhill County. This award was based on your low bid of $38,701 using asphalt, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ef
cc: S. H. Probert

102-4207 Nashville-Blodgett & Brownsville 1949
Sweet Home Sections of the Eddyville-Blodgett & Halsey-Sweet
#3146 Home Secondary Highways.

RECEIVED
SEP 14 1949
FOR FILING

102-4207

3146

September 13, 1949

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3146, for reoiling on the Nashville-Blodgett and Brownsville-Sweet Home Section of the Eddyville-Blodgett and Halsey-Sweet Home Highway, in Benton, Lincoln and Linn Counties, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $1,659.67 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $55,322.29, and that no force account work was performed on the project. This contract was completed on August 16, 1949 but has not as yet been accepted by the Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

ORBGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Beely & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

9-13-49 gl

RECEIVED
SEP 1 1949
FOR FILING

102-4207

3146

August 31, 1949

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Warren Northwest, Inc., on contract No. 3146, for reoiling on the Nashville-Blodgett and Brownsville-Sweet Home Section of the Eddyville-Blodgett and Halsey-Sweet Home Highways in Benton, Lincoln and Linn Counties. This payment, in the amount of $7,842.49, will be made on or after September 12, 1949. The retained percentage is $1,659.67.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

8-31-49 gl

Form E-1—6M—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section Nashville - Blodgett Halsey - Sweet Home

For Week Ending 8/13/49, 19

Kind of work Oil Mat Wearing Surface

Highway Eddyville - Blodgett, Halsey-Sweet Home

Section prefix 102-&207

Contractor Warren Northwest

Contract number 3146

Date of Contract May 16, 1949

Date of completion 8/31/49, 19

Date work started June 8, 1949

Estimated date of completion ", 19

Amount of contract $57,736.75

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $62,636.75

Per cent of contract completed, based on total contract price %

Engineering cost to date $3,000, 522 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Oiling work was completed on Wednesday on this project.

There still remains some dusting and clean up to be done.

All work will be completed early next week.

NOTED
E. M. BOOTH

Signed Res. Engr.

Address Box 100, Route 1, Albany, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				23.08	
Miles partially completed					
Miles completed				"	
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				20	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., 8 Trucks ...., Oiler & Retort..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	"		
Saturday	Fair		

RECEIVED
AUG 15 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED

FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

102-4807

3146

C
O
P
Y

1276W

July 19, 1949

Mr. J. R. Wininger,
Warren Northwest, Inc.,
P. O. Box 5072,
Portland 13, Oregon.

Dear Sir:

The Price Agreement covering the proposed oiling on the one mile section out of Halsey was received, corrected and passed on for approval. It now develops that approval is denied because of a legal technicality, whereby contracts can not be increased by separated units from the original location of the contract job.

Consider this Price Agreement canceled, therefore, and we will do the work by a State oiling crew.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc Mr. Darel D. Rohrbough

C
O
P
Y

ASSIGNMENT

No. 1276

DESCRIPTION: Price Agreement (Nashville-Blodgett and Brownsville-Sweet Home Project) Place D-0-30 oil mat on one-mile section of Halsey-Brownsville Unit of Halsey-Sweet Home Sec. Hwy.

DATE: 7-19-49 ASSIGNED TO: Eason ✓

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
xxxxx Assignment executed Date 7/19/49

xxx Resubmit as Extra Gang Maint. Order. Advise contractor. WCW

REPORT RECEIVED: 7-27-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Form A-100—4M—10-48

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Nashville-Blodgett and Brownsville-Sweet Home Date July 6, 1949
Highway Eddyville-Blodgett and Halsey-Sweet Home Contract No. 3146
County Benton, Lincoln and Linn Prefix 102-4207
Contractor Warren Northwest, Inc. F. A. Project No.
Address Box 5072, Portland 13, Oregon Price Agreement No. 1

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Place a D-O-30 oil mat on a primed one mile section of the Halsey-Brownsville Unit of the Halsey-Sweet Home Secondary Highway.

Locations by station numbers:

From Southern Pacific Railroad main line easterly.

Names of pay items, estimated quantities and agreed prices:

Approximately	250 Cu. Yds. Mineral Aggregate (State-owned Brownsville Site)	at $ 2.50	$ 625.00
	20 Tons 151-200 Asphalt	40.00	800.00
			$1,425.00
Preparation of Base	One Mile		50.00
			$1,575.00

Specifications, basis of measurement and other provisions:

Standard specifications.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$ 68,900.42	68,900.42
Present estimate of project cost, including $1,575.00 for work under this order	$	68,900.42
Expected under-run / over-run (amount)	$	0.0
Expected under-run / over-run (per cent)	$	0.0

Submitted by: Darel D. Rohrbough
Resident Engineer

Approval Recommended:
Division Engineer

Approval Recommended: H. Elliott
Construction—Bridge—Engineer

Signed: WARREN NORTHWEST, INC
Contractor
PRESIDENT

Approved:
State Highway Engineer

State Printing Dept. 20818

RECEIVED
JUN 7 1949
FOR FILING
102-4207
3146

June [illegible], 1949

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3146, which was awarded to you on May 16, 1949 by the State Highway Commission, covering reoiling on the Nashville-Blodgett and Brownsville-Sweet Home Section of Eddyville-Blodgett and Halsey-Sweet Home Highways in Benton, Lincoln and Linn Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 19 1949
FOR FILING

102-4597

3146

May 18, 1949

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on May 16 awarded you the contract for reoiling the Nashville-Blodgett and Brownsville-Sweet Home sections of the Eddyville-Blodgett and Halsey-Sweet Home Secondary highways in Benton, Lincoln and Linn counties. This award was based on your low bid of $57,736.75, using asphalt, submitted on that date.

Contract forms will be sent to you for execution withing a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. H. Probert

3-8306 Oregon City-Molalla-Estacada 1949
Rock Production Project on the
#3147 Cascade & Woodburn-Sandy Sec. Hwys.

RECEIVED
JAN 30 1950
FOR FILING
3-8306

R H-[illegible]

January 10th, 1950

~~Contract #3147~~

FINAL COST ANALYSIS
Rock Production

Cascade & Woodburn-Estacada Secondary Highways
Barney B. Helser, Contractor
Clay M. Cornett, Resident Engineer

Prefix 3-8306
Molalla-Estacada Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Mat'l. in S.P.	4,937.05	Cu. Yd.	$2.74	$2.212	$10,920.75	$13,527.52
½"-¼" " " " "	6,493.24	" "	2.74	2.212	14,363.05	17,791.48
¼"-0" " " " "	3,772	" "	2.74	2.212	8,343.66	10,335.28
S.P. Screen Rejects	536.06	" "	0.25	0.25	134.02	134.02
S.P. Hauling Rejects	804.09	Yd. Mi.	0.12	0.12	96.49	96.49
					$33,857.97	$41,884.79

Gross Revenue	$41,884.79
Total Cost	33,857.97
Net Profit	$ 8,026.82

Net Profit Equals 19.2% of Gross Revenue

Barney B. Helser

Detail of Cost

Labor:		
Supervision		
Labor	$2,241.00	
Labor Insurance	8,318.39	
	607.38	
		$11,166.77
Equipment Rentals & Miscellaneous:		
Equipment (Owned)		
" (Hired)	$6,710.40	
Gas, Oil and Grease	540.67	
Misc. Supplies & Small Tools	2,349.35	
Freight & Cartage	610.46	
P.L. & P.D. Insurance	113.41	
Bond	218.83	
Home Office & General Overhead	308.25	
	663.93	
		11,515.30
Paid to R. Risley (Hauling and Stockpiling)		11,175.90
Total Cost		$33,857.97

Breakdown of Cost
Barney B. Helser

Crushing & Hauling Crushed Gravel

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up	$5,092.67	15,202	Cu. Yd.	$0.335
Load & Haul to Crusher	5,898.38	"	" "	0.388
Crushing	9,288.42	"	" "	0.611
Cost in Bunker	$20,279.47			$1.334
Haul to Stockpile				0.773
Stockpiling				0.105
Total Cost per Cu. Yd.				$2.212

Remarks:

This was a "State Project" calling for approximately 15,000 cu. yds. of crushed gravel in stockpiles. The project was bid and awarded on May 16th, 1949, work was started June 7th, and project was completed on September 30th, 1949.

The source of gravel used on this project is known as the Battleson gravel deposit. It is located about 0.75 mile downstream from the steel bridge over the Molalla River on the Woodburn-Estacada Highway.

The contractor used ½ cu. yd. shovel and two 5-yard trucks hauling to plant. His plant consisted of 18" x 24" jaw crusher, 3' Telesmith crusher and 4' x 12' triple-deck screen. The crushed gravel was hauled and stockpiled by R. R. Risley, a subcontractor.

The crushing plant operated one 8-hour shift 5 days a week, with an average production of 268 cu. yds. per day or 34 cu. yds. per hour running time. Very little down time due to breakdowns was experienced. Due to a good bid price, fair production, the contractor was able to realize a nice profit from this contract.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

RECEIVED
JAN 25 1950
FOR FILING
3-8306

W. C. Williams

NOTED
W. C. WILLIAMS

January 10th, 1950

Contract #3147

FINAL COST ANALYSIS
Rock Production

Cascade & Woodburn-Estacada Secondary Highways
Barney B. Helser, Contractor
Clay M. Cornett, Resident Engineer

Prefix 3-8306
Molalla-Estacada Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Mat'l. in S.P.	4,937.05	Cu. Yd.	$2.74	$2.212	$10,920.75	$13,527.52
½"-¼" " " " "	6,493.24	" "	2.74	2.212	14,363.05	17,791.48
¼"-0" " " " "	3,772	" "	2.74	2.212	8,343.66	10,335.28
S.P. Screen Rejects	536.06	" "	0.25	0.25	134.02	134.02
S.P. Hauling Rejects	804.09	Yd. Mi.	0.12	0.12	96.49	96.49
					$33,857.97	$41,884.79

Gross Revenue	$41,884.79
Total Cost	33,857.97
Net Profit	$ 8,026.82

Net Profit Equals 19.2% of Gross Revenue

FOR FILING

Barney B. Helser

Detail of Cost

Labor:		
Supervision	$2,241.00	
Labor	8,318.39	
Labor Insurance	607.38	
		$11,166.77
Equipment Rentals & Miscellaneous:		
Equipment (Owned)	$6,710.40	
" (Hired)	540.67	
Gas, Oil and Grease	2,349.35	
Misc. Supplies & Small Tools	610.46	
Freight & Cartage	113.41	
P.L. & P.D. Insurance	218.83	
Bond	308.25	
Home Office & General Overhead	663.93	
		11,515.30
Paid to R. Risley (Hauling and Stockpiling)		11,175.90
Total Cost		$33,857.97

Breakdown of Cost
Barney B. Helser

Crushing & Hauling Crushed Gravel

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up	$5,092.67	15,202	Cu. Yd.	$0.335
Load & Haul to Crusher	5,898.38	"	" "	0.388
Crushing	9,288.42	"	" "	0.611
Cost in Bunker	$20,279.47			$1.334
Haul to Stockpile				0.773
Stockpiling				0.105
Total Cost per Cu. Yd.				$2.212

Remarks:

This was a "State Project" calling for approximately 15,000 cu. yds. of crushed gravel in stockpiles. The project was bid and awarded on May 16th, 1949, work was started June 7th, and project was completed on September 30th, 1949.

The source of gravel used on this project is known as the Battleson gravel deposit. It is located about 0.75 mile downstream from the steel bridge over the Molalla River on the Woodburn-Estacada Highway.

The contractor used ½ cu. yd. shovel and two 5-yard trucks hauling to plant. His plant consisted of 18" x 24" jaw crusher, 3' Telesmith crusher and 4' x 12' triple-deck screen. The crushed gravel was hauled and stockpiled by R. R. Risley, a subcontractor.

The crushing plant operated one 8-hour shift 5 days a week, with an average production of 268 cu. yds. per day or 34 cu. yds. per hour running time. Very little down time due to breakdowns was experienced. Due to a good bid price, fair production, the contractor was able to realize a nice profit from this contract.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

RECEIVED
NOV 17 1949
FOR FILING

3-8306
3147

November 16, 1949

Great American Indemnity Company
Wells, Reed & Hutchings, Agent
412 Failing Building
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3147, for rock production on the Oregon City-Molalla-Estacada Section of the Cascade and Woodburn-Estacada Secondary Highways in Clackamas County, has been completed by the contractor, Barney B. Helser, and that final payment in the amount of $1,242.79 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $41,884.79, and that no force account work was performed on the project. This contract was completed on September 29, 1949 but has not as yet been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

11-16-49 gl

RECEIVED
OCT 18 1949
FOR FILING

3 - 8306

3147

October 18, 1949

Great American Indemnity Co.
Wells, Reed & Hutchings, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Barney B. Helser, on contract No. 3147, for rock production on the Oregon City-Molalla-Estacada Section of the Cascade and Woodburn-Estacada Secondary Highway in Clackamas County. This payment, in the amount of $8,496.40, will be made on or after October 28, 1949. The retained percentage is $1,256.97.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-19-49 gl

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 1, 1949

Section Oregon City-Molalla- Estacada

Kind of work Rock Production

Highway Cascade and Woodburn Estacada

Section prefix 3-8506

Contractor Barney B. Helser

Contract number 3147

Date of contract May 16, 1949

Date of completion Aug. 31, 1949

Date work started June 7, 1949

Estimated date of completion Sept. 29, 1949

Amount of contract $ 41,100.00

Per cent of time elapsed 127 %

Estimated cost of completed project, exclusive of engineering $ 41,100

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2.014.20, 82 %

Date project was completed Sept. 29, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This contract was completed on friday.

NOTED
H. G. SMITH

NOTED
H. W. LIBBY

Signed Clay M. Cornett

Address Portland Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			15,000 cu. yds.		
Estimated quantities moved or placed to date			15,000 " "		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			9		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....1....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Rain		
Thursday	Cloudy		
Friday	Fair		
Saturday	"		

RECEIVED
OCT 4 - 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
SEP 30 1949
FOR FILING

3-8306

3147

September 29, 1949

Mr. Barney B. Helser
6745 N. Commercial Ave.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 30 days, from August 31 to September 30, 1949, within which to complete your contract No.3147 covering rock production on the Oregon City-Molalla-Estacada Section of the Cascade and Woodburn-Estacada Secondary Highway, in Clackamas County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

ORGEON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. T. Young,
Ass't. Division Engineer

H. G. Smith

NOTED ON CARD

9-29-49

RECEIVED
SEP 8 1949
FOR FILING

3-8306

-

3147

September 6, 1949

Oregon State Highway Commission

Request for extension of time
No. 4
September 19 and 20 meeting

Gentlemen:

Herewith is a request from Barney E. Nelson for an extension of time on Contract No. 3147, Oregon City-Molalla-Estacada Rock Production Project, from August 31, 1949 to September 30, 1949.

Because of high-water conditions, the contractor had difficulty in setting up his crushing plant in the early spring and was unable to start work as soon as contemplated.

The State has not been inconvenienced by the non-completion of this contract, and I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JUN 7 1949
FOR FILING

3-9306

3147

June 7, 1949

Mr. Barney B. Helser
6745 N. Commercial Ave.
Portland, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3147, which was awarded to you on May 16, 1949 by the State Highway Commission, covering rock production on the Oregon City-Molalla-Estacada Section of Cascade and Woodburn-Estacada Secondary Highways in Clackamas County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 19 1949
FOR FILING

3-8306

3147

May 18, 1949

Mr. Barney B. Helser
6745 North Commercial Avenue
Portland, Oregon

Dear Sir:

The State Highway Commission on May 16 awarded you the contract for rock production on the Oregon City-Molalla-Estacada sections of the Cascade and Woodburn-Sandy secondary highways in Clackamas County. This award was based on your low bid of $41,100 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. H. Probert

305-1701 Scappoose Paving Proj., 1949
Williams Ave. & 3rd St.

#3148

RECEIVED

FOR FILING

305-4001

3147

June 30, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3148, for paving on the Scappoose (Williams Ave. & 3rd St.) Section in Columbia County, has been completed by the contractor, Parker-Schram Company, and that final payment in the amount of $500.00 will be made on or after July 11, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $7,543.11, and that no force account work was performed on the project. This contract was completed June 2 and accepted by the Commission on June 28, 1949.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUN [illegible]
FOR FILING

305-4[illegible]

3148

June 21, 1949

Glens Falls Indemnity Company
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Parker-Schram Company, on contract No. 3148, covering paving on the Scappoose (Williams Ave. & 3rd St.) Section in Columbia County. This payment, in the amount of $7,043.11, will be made on or after July 1, 1949. The retained percentage is $500.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

6-21-49

Form [illegible]

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 4, 1949

Section Scappoose (Williams Ave. & 3rd St.)

Kind of work Paving

Highway City Streets

Section prefix 305 - 4001

Contractor Parker Schram Co.

Contract number 3148

Date of contract May 16, 1949

Date of completion July 31, 1949

Date work started May 23, 1949

Estimated date of completion June 2, 1949

Amount of contract $ 7,313.50

Per cent of time elapsed 23 %

Estimated cost of completed project, exclusive of engineering $ 7,540.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 223.61, 51 %

Date project was completed June 2, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work on this project was completed June 2.

Signed Clay M. Cornett

Address Portland Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.34	0.34			0.34
Miles partially completed					
Miles completed	0.34	0.34			0.34
Total estimated quantities	400 C.Y.	510 C.Y.			780 tons
Estimated quantities moved or placed to date	460 "	596 "			776 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		1			
Average force on project for week		5			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ......1......, Rollers 1.........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Showers		
Wednesday	"		
Thursday	Part Cloudy		
Friday	Fair		
Saturday	"		

RECEIVED
JUN - 6 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 14 1949
FOR FILING

305-4001

3147

June 13, 1949

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3148, for paving on Scappoose (Williams Ave. & 3rd St.) Section in Columbia County, awarded May 16, 1949.

Contract No. 3155, for pavement resurfacing on the Sandy Boulevard (44th Ave.-74th Ave.) Section of the Columbia River Highway in Multnomah County, awarded May 16, 1949.

Contract No. 3164, for paving on the Gresham (Roberts Avenue) Section in Multnomah County, awarded May 17, 1949.

Executed copies of these contracts are also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 3

RECEIVED
MAY 19 1949
FOR FILING

305-4001

3148

May 18, 1949

Parker Schram Company
201 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on May 16 awarded you the contract for grading and paving on Williams Avenue and Third Street in Scappoose in Columbia County. This award was based on your low bid of $7,313.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

mi
cc - S. H. Probert

CLIFF W. BROWER
ATTORNEY-AT-LAW
Pythian Building
St. Helens, Oregon
February 23, 1949

Mr. Harold C. Ayers
Assistant Engineer
Oregon State Highway Commission
Salem, Oregon

Re: Scappoose: Williams Ave. & 3rd St.

Dear Mr. Ayers:

I now have in my possession a deed conveying to the City of Scappoose the East half of 3rd Street. The local title company prepared the description of that part of 3rd Street that did not belong to the City. This description was used in the deed, and the deed approved by the title company. The court has approved the sale and the order of approval is with the County Clerk. As soon as he assigns a page number to this order in the process of making a photostatic record of it, which will be several days, I will place the deed on record.

Very Truly Yours,

Cliff W. Brower

NOTED
Harold C. Ayers

Copy to
H G Smith
A G Skelton
Coop

RECEIVED
FEB 24 1949
ENGINEER
COUNTY & CITY RELATIONS

NOTED
JOHN W. CATTRALL

NOTED
FORREST COOPER

CLIFF W. BROWER
ATTORNEY-AT-LAW
Pythian Building
St. Helens, Oregon
February 10, 1949

Mr. Harold C. Ayers
Assistant Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Ayers: RE: Scappoose; Williams Ave. & 3rd Street

In the matter of getting title to the East half of 3rd Street in Scappoose I have today received assurance from the attorney involved in the matter that he will do all possible to get the property deeded over promptly. The property belongs to an insane person who is under guardianship. The guardian lives in Eugene. As the property was ordered sold late last year, by the court, and advertised accordingly no legal red tape will be involved.

I listened to the letter the attorney dictated to the guardian, and a reply should be had by Monday, the 14th. If the guardian consents to deed the property over to the City for a nominal price, the City should have the deed within a week after receipt of the reply and consent. A description of the required strip is being prepared by the local title insurance company.

At the present I can be no more definite that to say the attorney handling the legal affairs for the guardian has expressed strong belief that a deed will be had.

Very truly yours,

Cliff W. Brower

NOTED
Harold C. Ayers

RECEIVED
FEB 14 1949
ENGINEER
COUNTY & CITY RELATIONS

Salem, Oregon
February 9, 1949

Mr. N. G. Smith

OFFICE

With reference to the matter of the narrow right of way on 3rd Street from Laurel Avenue to Columbia Avenue in Scappoose (letter from Division Engineer A. G. Skelton), I wish to advise that we have contacted the city officials and they are acquiring an additional 30' from the Watts' estate.

The transaction should be complete within the next 10 days. The reason that the matter was not completely settled was that some details had to be cleared up before the property could be transferred.

In view of the above, I recommend that we proceed with the project as planned.

Forrest Cooper
Engineer, County and City Relations

FC:MM

NOTED
FORREST COOPER

Scappoose. 2-9-49

As the mayor was out of town saw Mr. W. G. Heil, city treasurer, with regard to right of way on 3rd street. Mr. Heil informed me the city council had taken action in regular meeting on this matter and had directed Mr. Cliff Brower, city attorney, to proceed with the required action to obtain title to the additional 30' R/W. Mr. Heil requested me to accompany him to St. Helens to inform the city attorney of the exact location of required R/W.

Mr. Brower advised us that the Watts estate was in arrears with regard to payments of assessments and preliminary agreement had been reached to transfer right of way to city in lieu of payments of assessments. Mr. Brower stated that it would be impossible for him to see the attorney for the estate before Thursday Feb. 11 but as soon as he could possibly get the legal matters attended to would write ~~us~~ a letter ~~[illegible]~~ assuring us of city's clear title to right of way.

Stopped and contacted Mr. A. G. Skelton and advised him we would, as soon as letter had been received from city, send him a letter advising of the clearing up of the right of way.

H. C. Ayers

NOTED
FORREST COOPER

FORM 5-50 15M 10-48 20687

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 7, 1949

SUBJECT:

To: Mr. Forrest Cooper
Engineer, City and County Relations
State Highway Department
Salem, Oregon

Dear Sir:

Under date of January 18th you forwarded copy of the preliminary estimate of the proposed construction project in the City of Scappoose. This was in connection with the proposed $250,000.00 street fund project for 1948 and 1949, and covered the widening of Williams Avenue and 3rd Street, and the placement of a 24 foot B 3 bituminous macadam surface.

Mr. Clay Cornett of this office is working up the project, and he advised me today that the city apparently only has a 30 foot right of way width from Laurel Avenue to Columbia Avenue on 3rd Street, this right of way width being entirely on the west half of the improved street. It appears that the 30 foot section on the east half of the street has never been formerly acquired from the Watts Estate, although I believe that negotiations have been under way to clear this matter. As the present street is constructed on the basis of a 60 foot right of way, the improvement that we propose east of the existing center line would be on the Watts property.

Will you please advise if this improvement can be undertaken between Laurel Avenue and Columbia Avenue with the right of way situation as it now is, or if it will be necessary for the city to secure title to the east half of the street before this work can be done.

Yours very truly,

RECEIVED
FEB 8 1949

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS:w
cc: H. G. Smith
C. M. Cornett

Salem, Oregon
January 18, 1949

Mr. Frank Young
Assistant Division Engineer
Box 4644, Bellwood
Portland, Oregon

Dear Sir:

Enclosed please find a copy of the preliminary estimate of proposed construction project in the City of Scappoose. This is being sent to you at the request of the Construction Office. The suggested improvement is to consist of the widening of the present 20' oiled surface to 24' by excavating 12" deep on the west side and placing base rock, the placing of 3" of 3/4"-0 leveling course over the full 24' and the placing of a B-3 bituminous macadam wearing surface and shoulder work.

You will note the prices on base and shoulder rock appear low, but are prices at which the city offered to provide the required aggregate.

Also, since this estimate was prepared, the city has had some work done on this street in order to save what they did have in the way of a surface.

Our suggested improvement is based on a preliminary "horseback" inspection only and may be varied or revised as your judgment prompts.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: Forrest Cooper
Engineer, County and City Relations

HCA:MM
Encl.

000 Fund
(1948 - 1949)

SCAPPOOSE
PRELIMINARY ESTIMATE
October 7, 1948

Williams Avenue from Columbia River Highway to 3rd Street

3rd Street from Williams Avenue to Columbia Avenue

(0.34 miles)

		Quantity		Unit Price	Total
1.	General Excavation	440	c.y.	$ 2.00	$ 880.00
2.	Crushed rock in base (2"-0)	575	c.y.	1.75	1006.25
3.	Crushed rock in base and shoulder (3/4"-0)	620	c.y.	1.75	1085.00
4.	Sprinkling	30M	gal.	5.00	150.00
5.	Preparation of base	0.34	mile	200.00	68.00
6.	B-3, furnish and place aggregate	475	c.y.	5.00	2375.00
7.	Furnish and place asphalt	38	tons	55.00	2090.00

Construction Cost	$7654.25
Plus 10% Eng. & Cont.	765.42
Plus Prelim. Eng.	80.33
Total estimated cost of project	$8500.00

Base rock prices based on City's offer to furnish from Parker-Schram Co. at $1.00 per cu. yd. on street

And oil rock from Waters Concrete Products Co. at $1.50 per cu. yd. in stock piles in Scappoose

SCAPPOOSE

Third St and Williams Avenue.

These are graveled Streets with a very light shot of oil

The graveled roadway averages 20' in width on 3rd and 24' in front on Williams. The base appears to be inadequate for a log truck route and the base should be reinforced.

A Drainage ditch runs down Easterly side of 3rd - no definite drainage on Williams

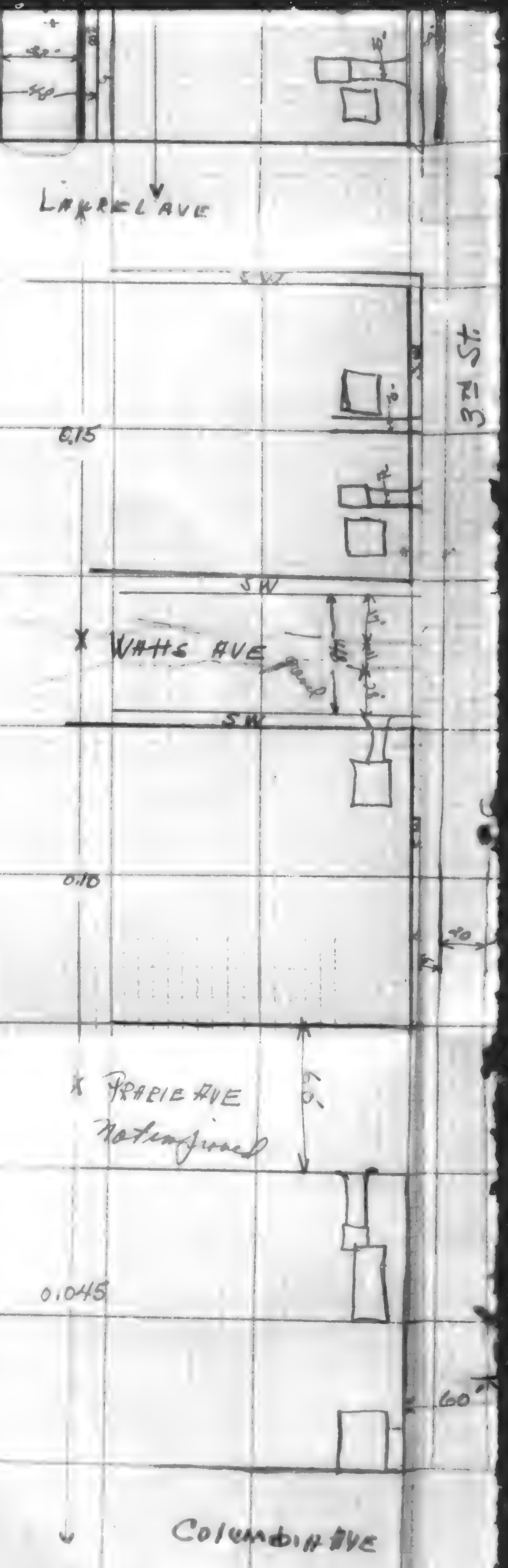
Proposed widen & Base to 26'
24' oil surface

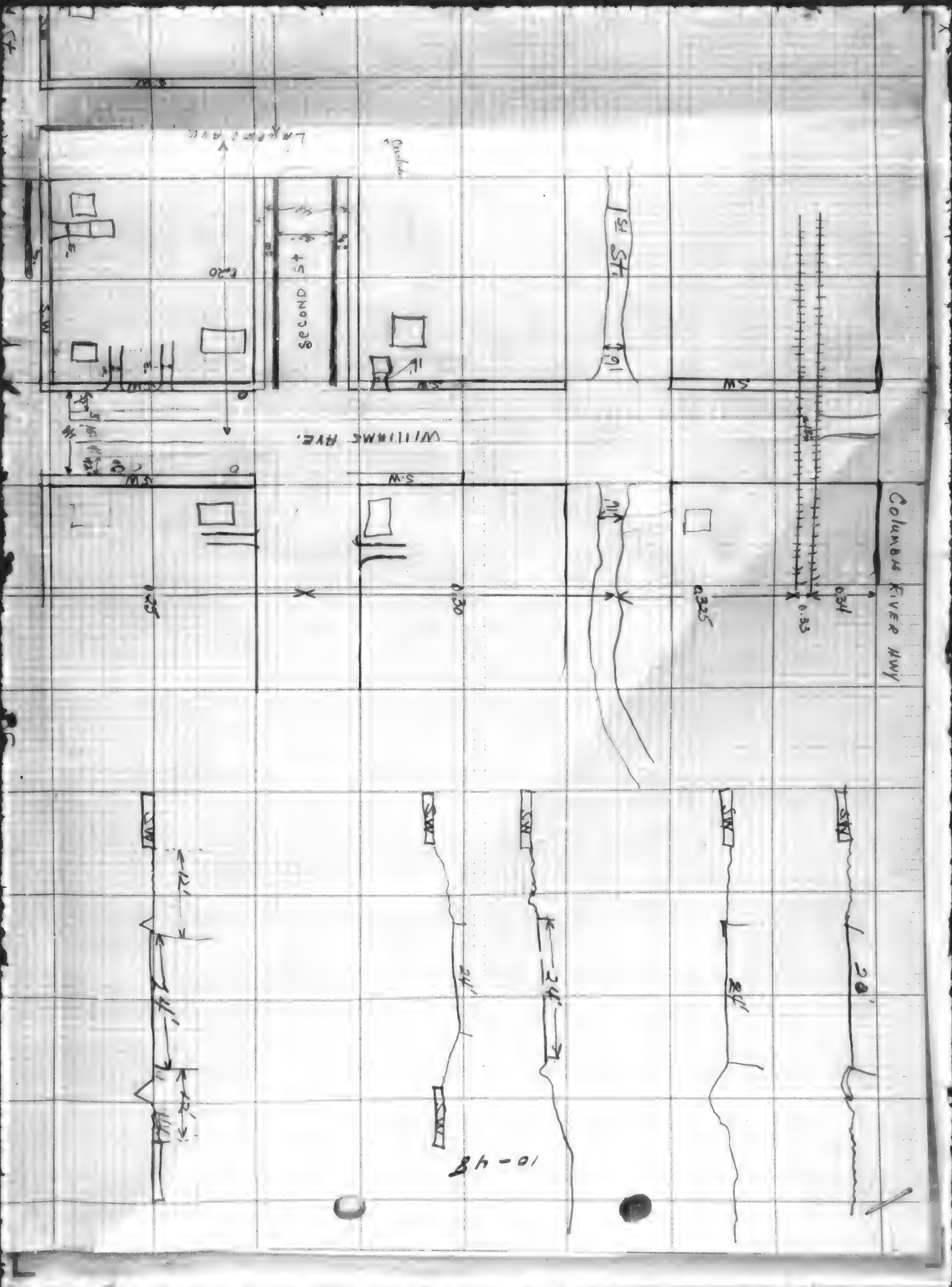
Waters Concrete Products Co.
St. Helens, 9 Miles

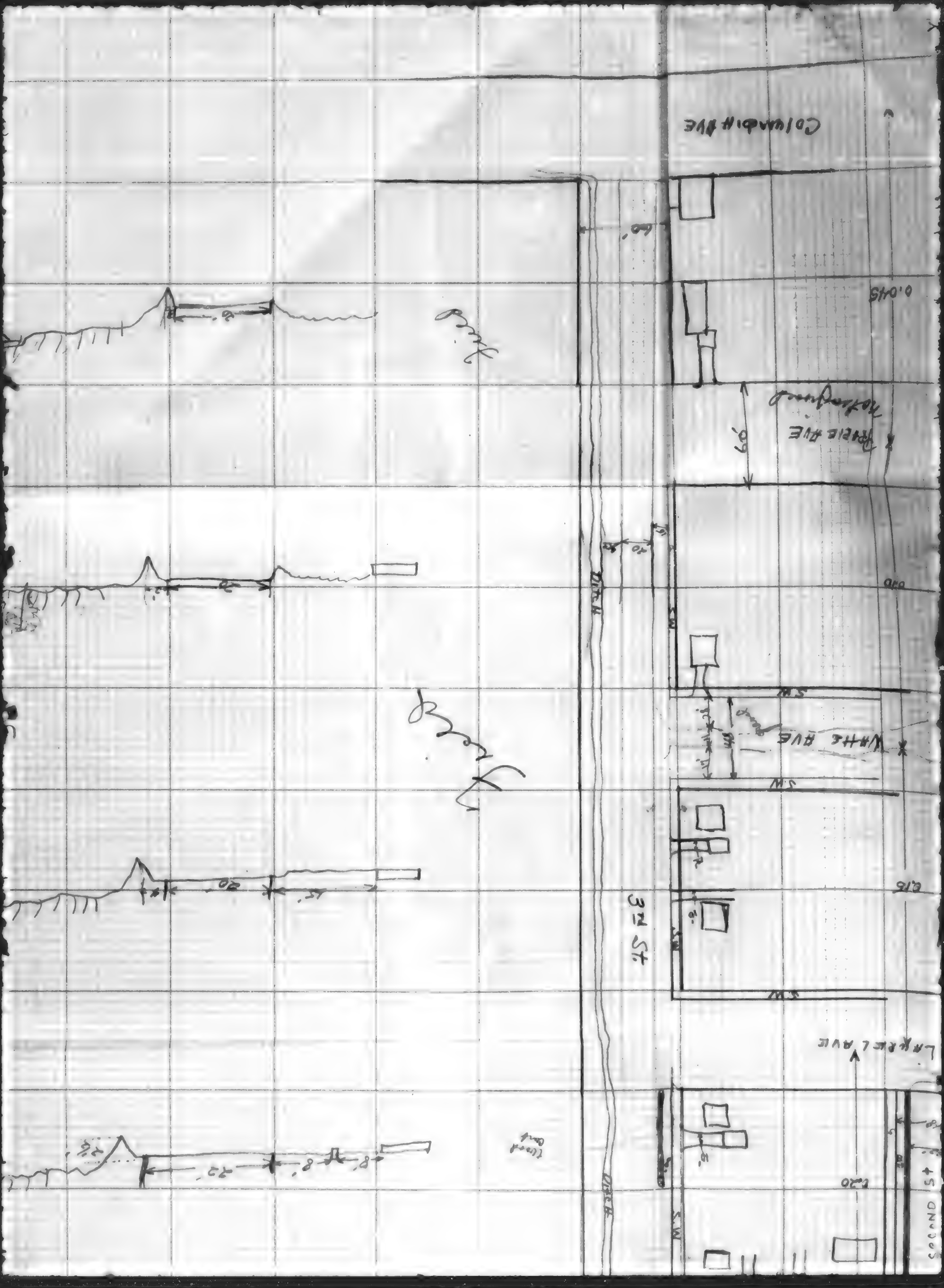
C.R. 1½"-¾" — 1.50
¾"-½" — 1 50
½"-¼" 1 50
¼"-0 1 50
Fob Stock pile at Scappoose

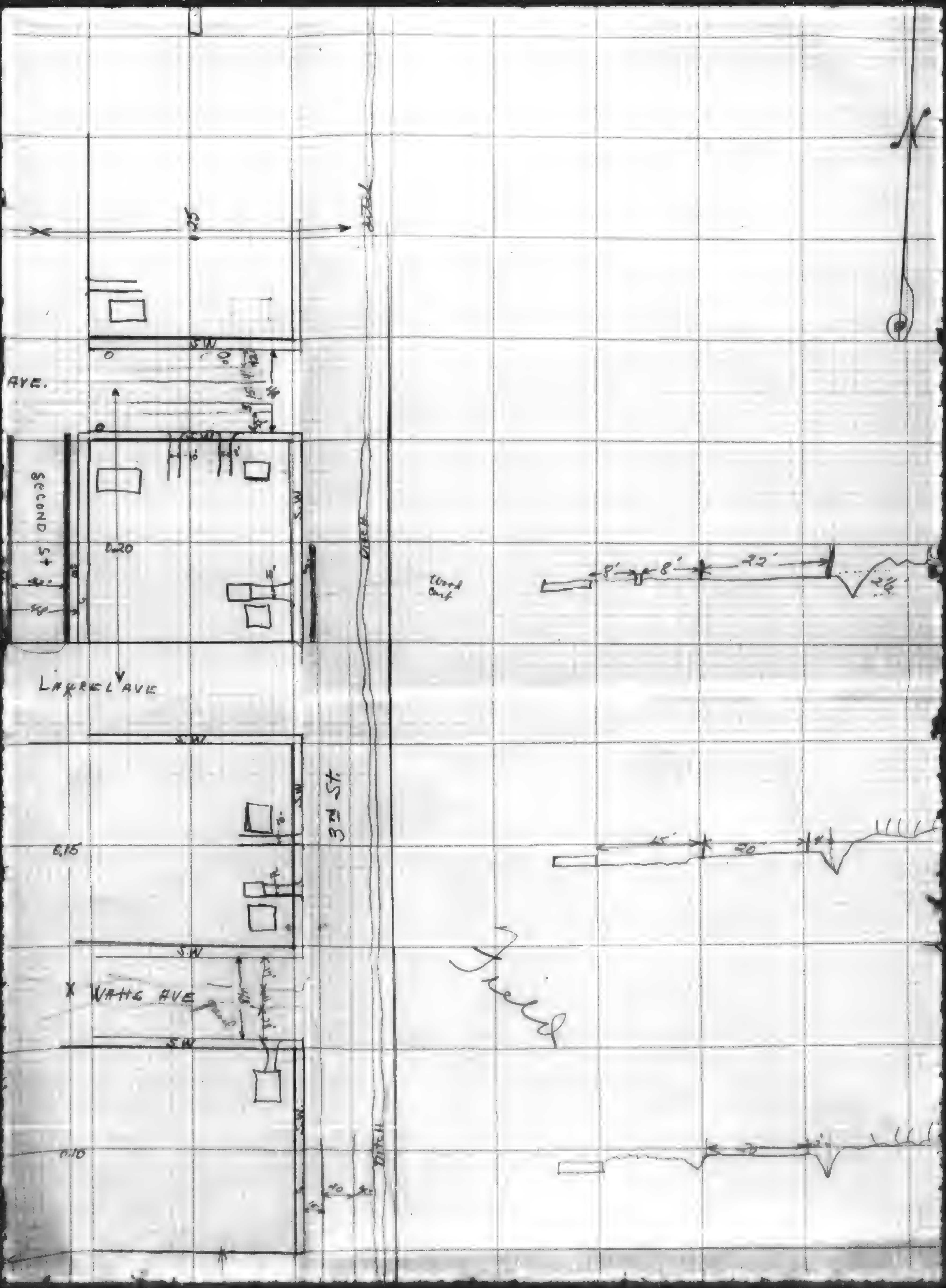
Parker Sekrana in Scappoose

C.R. ¾"-0 — 1 00
1½"-0 — 1 00
2"-0 - 1 00
delivered on street

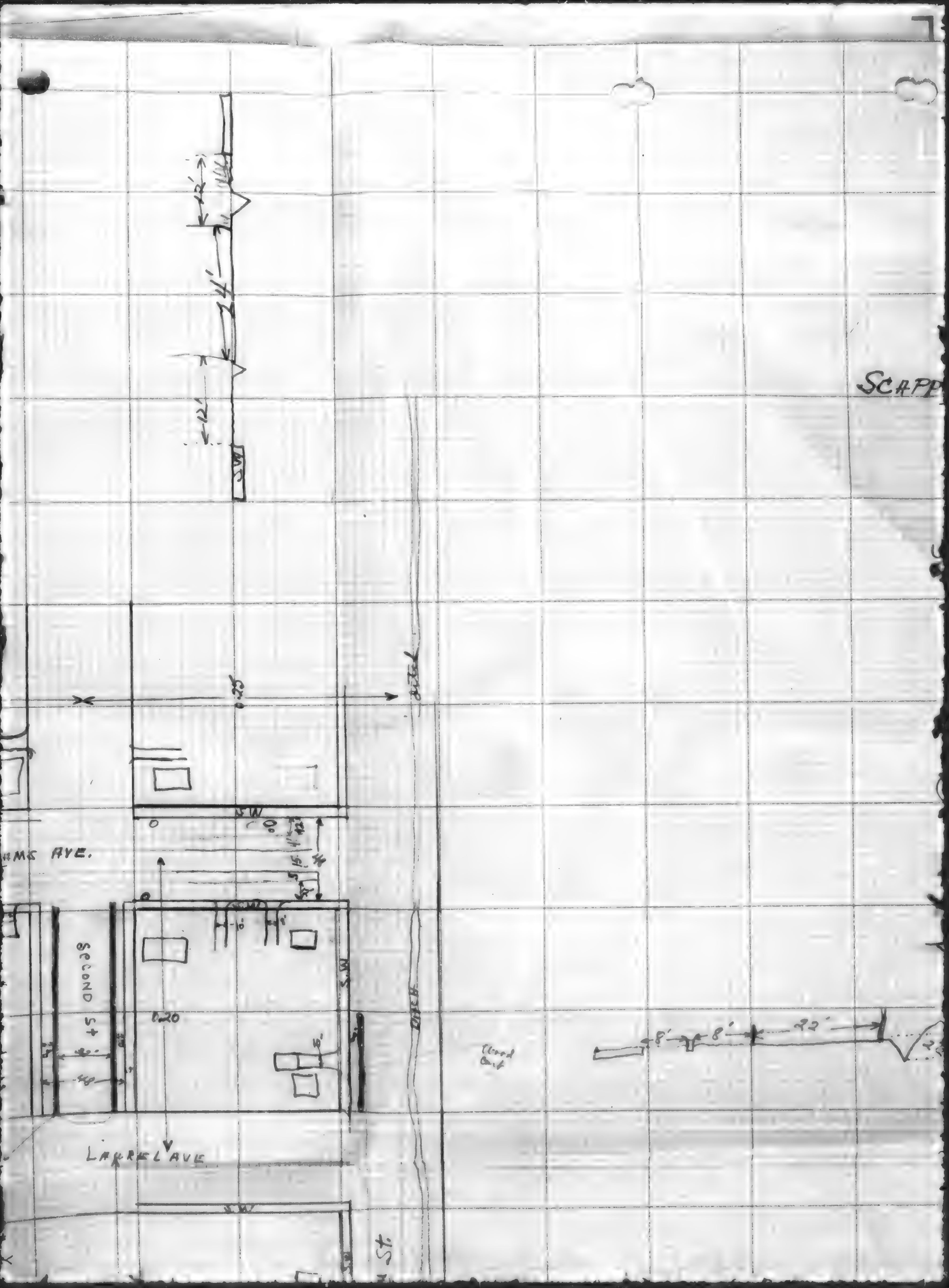


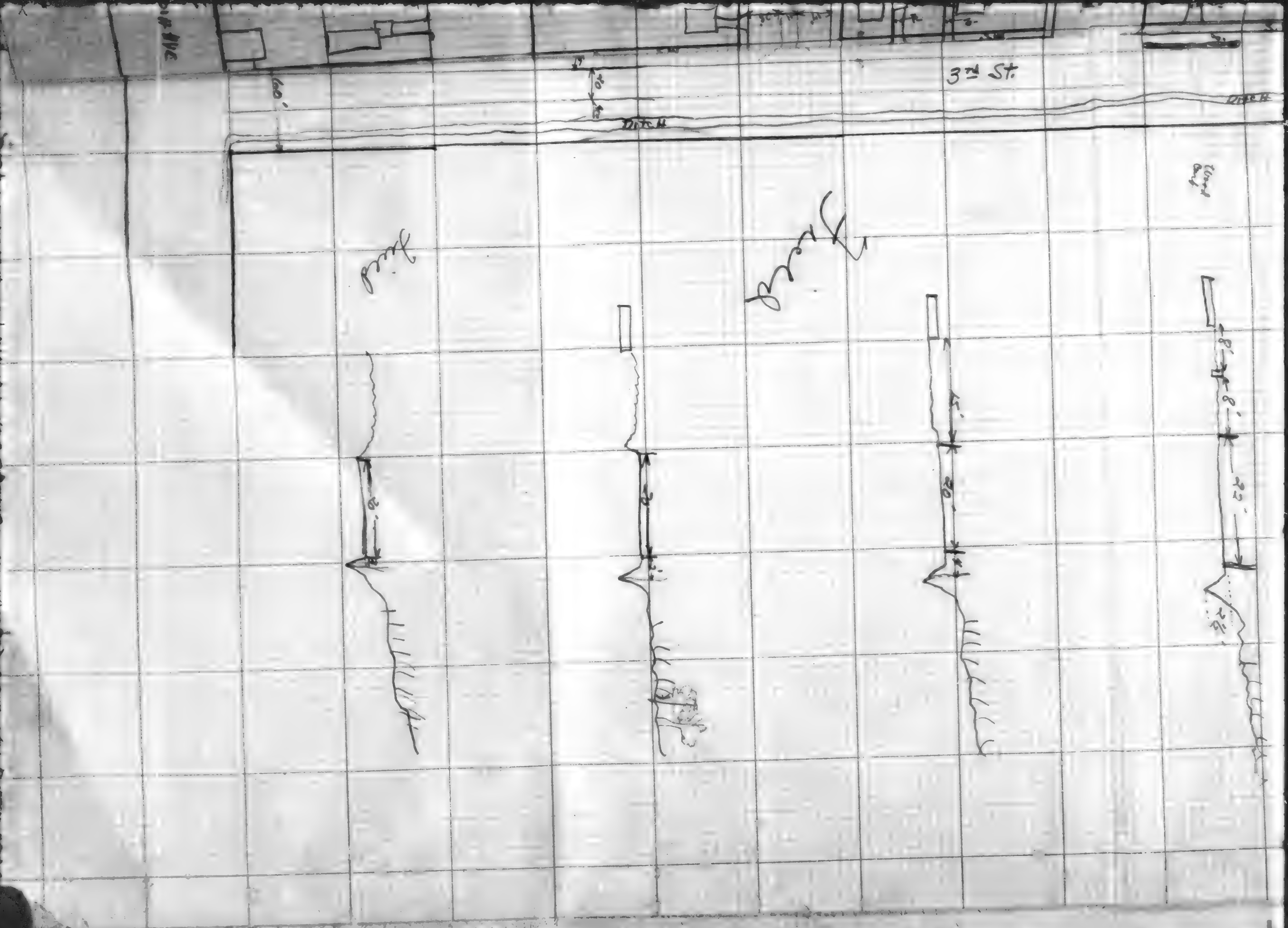

Lawrence Ave
SECOND St
1st St.
16'
WILLIAMS AVE.
S.W
COLUMBIA RIVER HWY
0.20
0.25
0.30
0.325
0.33
0.34
12'
24'
12'
24'
24'
24'
20'
10-48

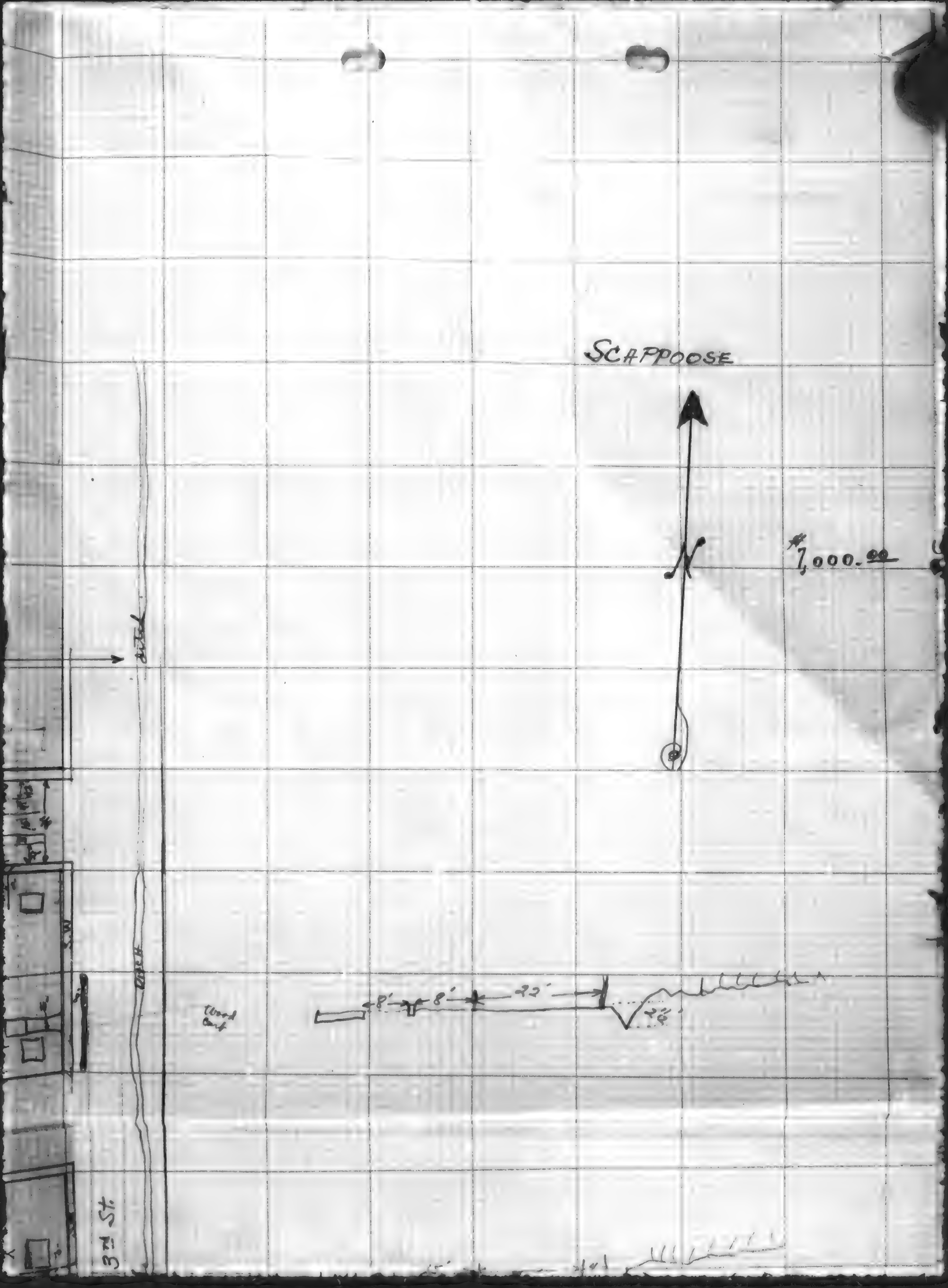

Columbia Ave
Prairie Ave
White Ave
Laurel Ave
Second St
3rd St.
Ditch
S.W.
Fill
0.015
0.10
0.15
0.20



125
Ditch
SW
AVE.
SECOND St
48
E.20
8'
10'
6'
LAUREL AVE
3rd St.
DITCH
Wood Cut
8'
8'
22'
2½'
15'
20
E.15
Field
WHITE AVE
Ditch
E.10
20

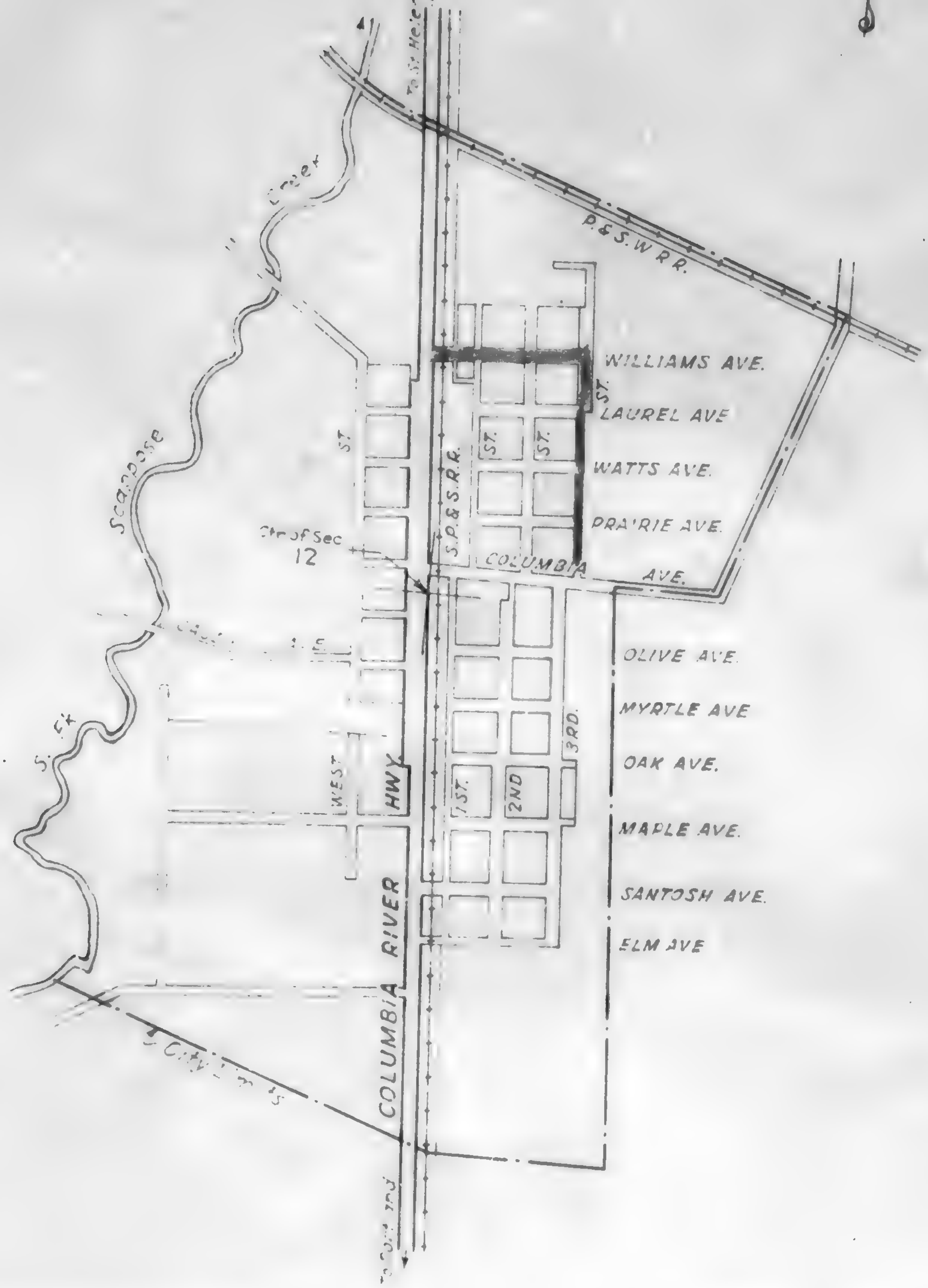

12'
24'
12'
S.W
.25
ditch
S.W
0
AMS AVE.
SECOND St
0.20
S.W
DITCH
LAUREL AVE
S.W
St.
SCAPP
8'
8'
22'


3rd Ave
3rd St.
Ditch
Ditch
Field
Field


SCAPPOOSE
N
$7,000.00
ditch
DITCH
S.W.
3rd St.
Wood Curb
8'
8'
22'
2½'

SCAPPOOSE

Scale 1"=800'



Scappoose Oct. 6 1948

Visited Scappoose today to obtain data for preliminary estimate.

Contacted the boom foreman a Mr. Andresen who informed me 32 trucks were hauling logs to their log dump. That in dry weather there was an average of 40 a day.

The resident at the corner of 3rd & William told me he counted 31 truck loads on Monday Oct 4. While I was on investigation, approximately 1½ hours 9 truck loads traveled over Williams and Third sts.

The city had placed a very light oil shot on these street this past summer and I was told it held up well until the rains started, is now showing signs of breaking up - some heavy pot holes and depressions.

Believe it should have base reinforced and and then be oiled - Bit macadam or O-11.

Crushed Oil Rock is Available at St. Helens

Are now charging the City of Scappoose delivered to, stock piles.
1.50 per cu yd for all rock 1½-3/4" - 3/4-½" - 1½"-¼
¼-0.

Base rock available at Scappoose Parker Schrams 2"-0 delivered at 1.00 on road.

HBG

Sheet 1 of 1

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Scappoose Logged by H.C.A. Car No. 46-45

Road or Street Williams Ave. and Third St. Recorder H.C.A.

Date 7-19-48 Weather Overcast warm. Project 250,000 (1949)

M. P.	Location	Length	Width 40'	Type	Condition	Remarks
.00	Columbia Ave		22'	Gravel	good	
.045	℄ Prairie ave.		21'	"	"	side walks on Westside
.10	℄ Watts ave.		20'	"	"	
.15	℄ Laurel Ave	.34	20'	"	"	
.20	℄ Williams Ave		22'	"	Fair	side walks on South side
.25	℄ 2nd Street		21'	"	good	1½ blocks on North side
.30	℄ 1st Street		20'	"	"	
.325	1st R.R X		18'	"	"	On Williams 48' from
.33	2nd R.R X		18'	"	"	sidewalk to sidewalk.
.34	Columbia R. Hwy		22'	"	"	

Traveled section 16' - Bound to 20' to 22' width.

Drainage, open ditch on 3rd to Williams on east side at edge of graveled section, balance indefinite.

Mayor stated after the heaviest rains the water would sink away in less than two hours.

Mayor says the city will place light dust oil this week.

City officials say log route, not marked, saw only one while investigating.

Base excavation holes, found between 2" + 3" of 1"-0-; light oil; 6" to 8" of 1½"-0-; (showed heavy content of dirt & clay) - light 3/4"-0 on street washboarded. Fall rains will determine if base suffi

250,000 Fund (49)

Scappoose. 7-19-48

Investigated William Avenue and Third street this date. Talked with mayor C. J. Johnson and city recorder J. G. Watts. They were disappointed in not having had their streets oiled this year, I explained the allotment were made to citys that were in far worse condition than theirs, They said residents were complaining of dust which was major complaint. showed them pictures of other city Streets and they agreed their streets were good in comparison with those shown.

Made measurements and excavated test holes in six locations to find base thickness. All locations dug found like conditions. approximately 2" to 3" of 1"–0; light oil mat; 6" to 8" of 1½"–0 rock; (which was heavily mixed with clay and dirt) light keying with 3/4"–0 crushed rock.

Surface was slightly washboarded, no holes. City recorder said county had bladed these streets about? 2 weeks ago?. And also the county was going to lay a dust oil shot on coming saturday.

The City official say these streets are log routes only One came by while investigation was being made

Base finding lead me to believe base should be reinforced before Oil surface is placed. The fall rains should definitely show results as to base deficiency.

City plans to place seal coat on most of the other Oiled streets of the town this year with street tax funds

H. C. A.

Over.

City at this time has no desire to surface
to curb line on either street. as they do not have
sufficient funds to cover required drainage.

HLG

Scappoose
(Estimating notes)

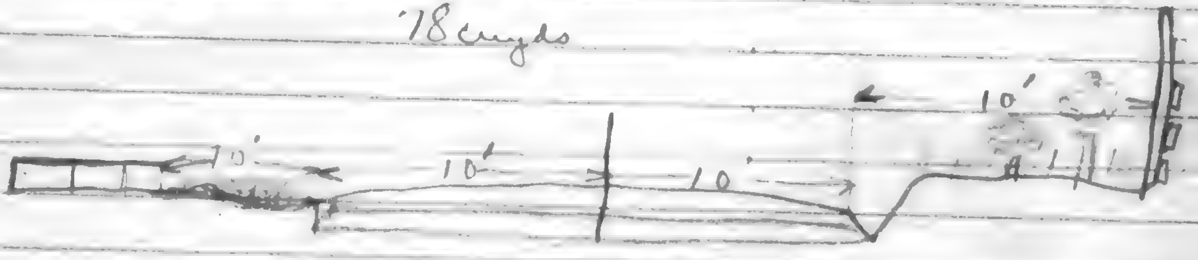
.34 mile 1795 lin feet
say
1800 lin feet –

Third St

Cannot be widened on Eastside without moving ditch line; on west side ditch not definite

~~2 miles~~, ditch line approx 18" deep for 1056 feet 3' wide at top, sloping to few inches wide at bottom

78 cu yds



RESOLUTION

2-20-48

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of SCAPPOOSE, ORE. is an incorporated city of the State of Oregon, and has a population of 502, as given by the latest official census, and

WHEREAS, the following streets of said city, Wilkins Avenue and Third street

____

____

____

____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: ________

William Avenue and Third street

____

____

____

____

____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of SCAPPOOSE, ORE. does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 20 day of Feb, 1948.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - -

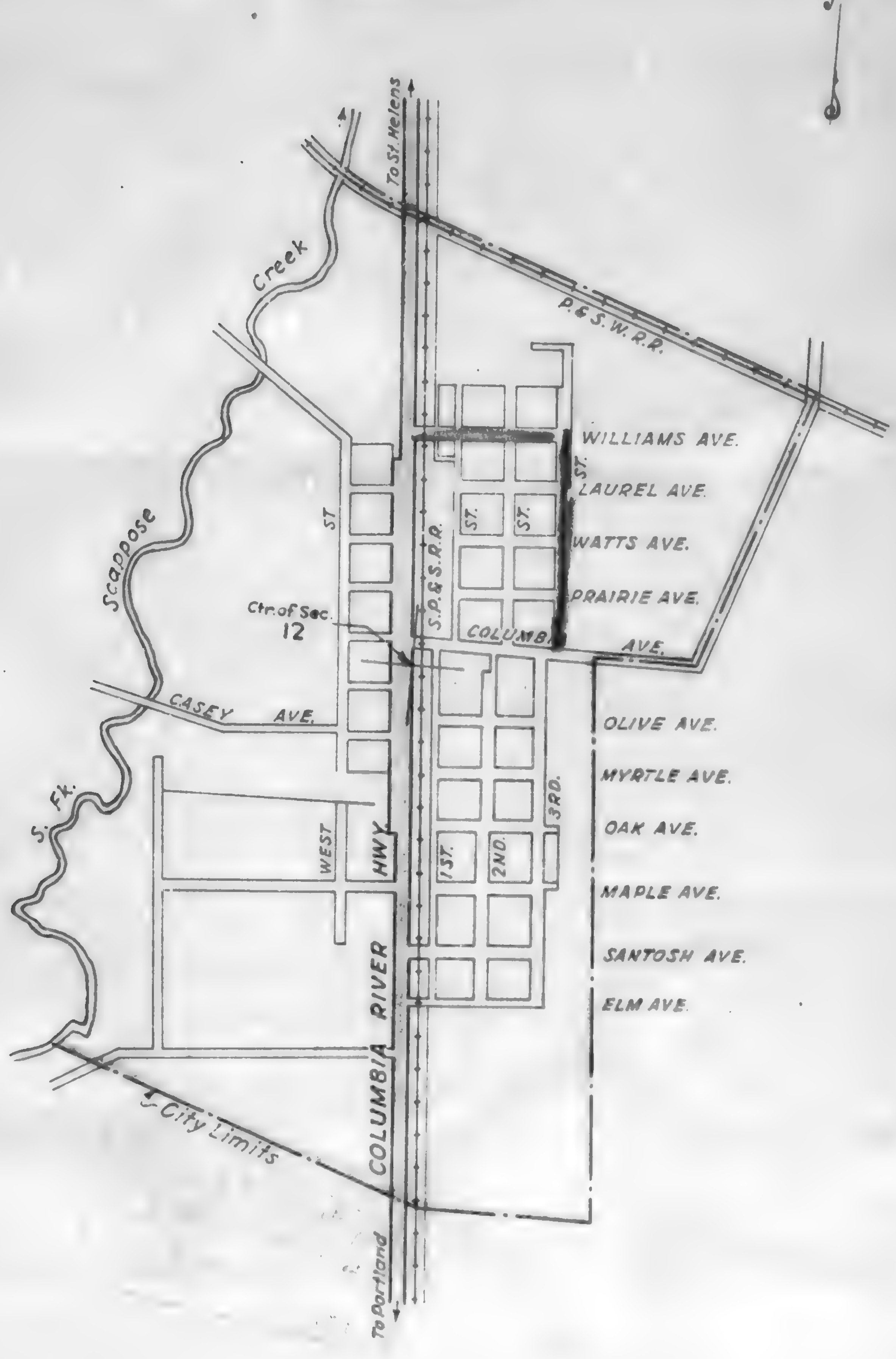
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of SCAPPOOSE, ORE. at a regular or special meeting of said council, held on the 20 day of Feb, 1948, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 21 day of Feb, 1948.

A G Watt
City Recorder

SCAPPOOSE

Scale 1"=800'



Scappoose —
$250,000 fund
(1948)

FORM 2-30X 10M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1948

SUBJECT: City of Scappoose

To: MEMORANDUM TO

Mr. Cesar Outler:

Fred Hagemann and myself, in response to a request from J. G. Watts, City Recorder of Scappoose, met with some of the city officials on February 4, 1948.

Prior to leaving Salem, I tried to contact Mr. J. G. Watts to notify him that I was coming to Scappoose. I was unable to contact Mr. Watts by phone, so I called the Mayor, C. J. Johnson. In my conversation with the Mayor he gave me the first indication as to what the city had in mind regarding this meeting, and this was something in connection with the proposed highway project through town.

Before leaving Salem, I talked with Booth and Flory to learn what I could about this project. They advised me to stop at the Division office in Portland and discuss it with Skelton and Broadwell, who would be more familiar with the details and the latest developments.

Our conversation with Skelton and Broadwell disclosed that Skelton and the Mayor, C. J. Johnson, had discussed the possibility of the city contributing money toward the storm sewer that is a part of the proposed project through the Town of Scappoose. At this time Broadwell stated that the storm sewer project would cost over $10,000. The total cost would not be available until plans are completed. Skelton, however, did not indicate at this time any amount which the city should contribute. He stated that the city should contribute, but did not state any amount.

We met with Mr. J. G. Watts, City Recorder, and J. L. Watts, Councilman, upon our arrival in Scappoose. From the beginning of our conversation, confusion was apparent. The city officials were confused as to the purpose of our visit, and we were confused as to the city's request for our visit. Further discussion with these two men, plus C. J. Johnson, the Mayor, and W. G. Hill, City Treasurer, disclosed that their problem was as follows:

1. Save as much as possible of their State Tax Street Fund for their city street program. (They had received the impression that the Department wanted all of the 1947 and 1948 State Tax Street Funds back, as the city's share of the proposed storm sewer.)

2. Pare down on their city street program in order to have some funds to contribute toward the cost of the storm sewer.

The city had received the impression that the Department was dictating as to how their State Tax Street Fund was to be used. In order to erase this impression, I suggested to Mr. J. L. Watts and Mr. W. C. Hill that the city take the following steps, subject to the council's approval;

1. Obtain from Columbia County a definite cost to oil Casey Avenue and Laurel Avenue. (These two streets lead to county roads which Columbia County plans to oil this coming season. Shown in red on attached map.)
2. Make application for portion of $250,000 special fund for Williams Avenue and 3rd Street. (This is the log truck route used as a connection between the state highway and the county road to the east. Shown in purple on attached map. This route is used instead of the Columbia Avenue connection, because of the congestion at that point.)
3. After the city has done this, then make an offer to the Commission, through the Department, based upon their financial ability.

Returning to Salem, we stopped at the Division Office and informed Skelton of the above suggestion. At that time, Skelton indicated that the Department would like the city to contribute $5,000.

JWC
John W. Cattrall

F-151(1) Rock Creek & Sandy Creek 1949
Bridges
#3149

RECEIVED
OCT 1 8 1950
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

7-151 (1)
7- 29 (2)
3149

September 22, 1950

J. C. Compton Company
McMinnville,
Oregon

Gentlemen:

In response to your letter of the 20th in which you ask for information concerning the filing of a claim against one of the State's contractors or subcontractors, I am enclosing a copy of Section 98-101, O. C. L. A., and I call your attention to the form of notice shown on page of this enclosure.

I don't think that any special form is really necessary, but since the form that is given in this enclosure is suggested by statute, it might be well to follow it.

The number of the principal contract is 3149 and the name of the bonding company is the Great American Indemnity Company. The only representative of that company is Wells-Reed Insurance Company, 412 Failing Building, Portland. If there is other information you need, please feel free to call.

Yours very truly,

J. M. DEVERS

JMD:JK
Encl.
cc: H. B. Glaisyer ✓

NOTED
F. QUERY

REFERRED TO
SECRETARY

ECEIVED
18 1950
FOR FILING

Files

7-15-1(1) 7-29(2)

3149

OREGON STATE HIGHWAY COMMISSION

July 14, 1950
(Date)

3149 9-final
(Contract No.)

(Est. No.)

VaDare Construction Co.
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
11305	377681	8,233.94	7/13/50

~~Date:~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

Completed:

ACCOUNTING DIVISION

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: JUL 17 1950

NOTED ON CARD
7-17-50, gl

OREGON STATE HIGHWAY COMMISSION

July 14, 1950
(Date)

3149 9-final
(Contract No.) (Est. No.)

VaDare Construction Co.
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
11305	377681	8,283.94	7/13/50

~~Date:~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: July 31, 1950

Completed: June 2, 1950

ACCOUNTING DIVISION

Contract Accepted: July 11, 1950

Time Extensions: No extension needed

Penalties: None of Record

Claims: None of Record

Remarks:

Date: July 17, 1950

Accounting Division:

Release of the above warrant is hereby authorized:

H B Glaisyer

H. B. Glaisyer

Warrant Mailed:

RECEIVED
JUN 30 1950
FOR FILING

4-151(1) 72(2)

3149

June 30, 1950

Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3149, for work on the Rock and Sandy Creek Bridges on the Coos Bay-Roseburg Highway in Coos County, has been completed by the contractor, VaDare Construction Co., and that final payment in the amount of $8,283.94 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $107,235.09, of which amount $64.53 represents force account items. This contract was completed on June 2, 1950 but has not as yet been accepted by the Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
6-30-50 gl

RECEIVED
MAR 1
FOR FILING
7-151(1) 7-29(2)
3149

March 16, 1950

Great American Indemnity Co.
Wells-Reed Insurance, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to VaDare Construction Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3149 covering Rock and Sandy Creek Bridge Sections on the Coos Bay-Roseburg Highway in Coos County. This payment, which is in the amount of $6388.56, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,060.34. The present payment will be made on or after March 27, 1950.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
3-14-50 gl

RECEIVED
MAR 2 1950
FOR FILING

F-151(1)
F-2961
3149

February 27, 1950

Mr. G. Cyrus Bishop, Resident Engineer
Great American Indemnity Company
219 Yeon Building
Portland 4, Oregon

Re: Rock Creek and Sandy
Creek Bridges

Dear Sir:

The VaDare Construction Company have requested that we reduce the retained percentage on the portion of the work already done. This project is complete except for the surfacing of the approach embankment, which work is estimated to cost $5,061. This surfacing cannot be done until good weather early next summer.

We are now withholding 7½ percent of the total amount of the contract, which amount is $8,212.35. Under our specifications it is possible to reduce this retained percentage to 3 percent, leaving a payment which can be made to the VaDare Construction Company of $5,189.10. Please advise if the release of this amount is satisfactory to your company.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

OSP:gm
cc G. S. Paxson
VaDare Construction Company

RECEIVED
DEC 13 1949
FOR FILING

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-29(2)
Rock Creek Bridge

Dear Sir:

Enclosed herewith for your files is an executed copy of an agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OCT 5 1949
OREGON
STATE HIGHWAY COMMISSION

Jon

1946)

pr 7767

State Oregon

Federal Aid Project No. F-89(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21 day of September, 1949, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of January, 1947, a program, which was approved on the 17th day of March, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of February, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-one thousand and 00/100 dollars ($31,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1034+00 and survey station 1044+00, both in the SE 1/4, Section 3, T. 30 S., R. 10 W., W.M., without exception,

, length 0.189 miles, in Coos County, being Oregon Federal Aid project No. F-29(2), consisting of 0.160 miles of roadway and one bridge~~s,~~ of more than 20 feet clear span, 0.029 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

GHWAY DEPARTMENT

for said project have been made available

Laws 1939, Chapter 529, Laws 1939

(Include date and citation of

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **thirty-one thousand and 00/100** dollars ($**31,000.00**), which does not exceed the authorized Federal pro rata share of **fifty-four thousand, three hundred twenty-two and 10/100** dollars ($**54,322.10**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Ben R. Chandler
Member, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Public Roads Administration.

DISTRICT
26 1949 ★
VED

RECEIVED
DEC 13 1949
~~FOR~~ FILING

MONTANA
~~OREGON~~
IDAHO
WASHINGTON

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-151(1)
Sandy Creek Bridge

Dear Sir:

Enclosed herewith for your files is an executed copy of an agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OCT 7 1949
OREGON
STATE HIGHWAY COMMISSION

Jeon

1946)

7769
State Oregon

Federal Aid Project No. F-151(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21 day of September, 1949,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 1947, a program, which was approved on the 2nd day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 15th day of February, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-two thousand and 00/100

dollars ($42,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 910+00 in the NW 1/4, Section 33, T. 29 S., R. 10 W., W.M., and survey station 933+50 in the NE 1/4, Section 33, T. 29 S., R. 10 W., W.M., without exception.

, length 0.445 miles, in Coos County, being Oregon Federal Aid project No. F-151(1), consisting of 0.418 miles of roadway and one bridges, [illegible] of more than 20 feet clear span, 0.027 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-two thousand and 00/100 dollars ($42,000.00), which does not exceed the authorized Federal pro rata share of seventy-three thousand, two hundred nineteen and 85/100 dollars ($73,219.85), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Ben R. Chandler

Member, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11870-2

OREGON DISTRICT
SEP 26 1949
RECEIVED

RECEIVED
DEC 13 1949
FOR FILING

F-151(1)

3149

August 16, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Rock Creek Bridge, Project No. F-29 (2).

The programmed amount of Federal funds is $9,000.00, but due to increase in cost of the project we are enclosing one copy of form PR-9 requesting this amount be increased to reflect more nearly the permissible Federal-aid share of the actual cost or $31,000.00.

Accordingly the enclosed copies of estimate have been prepared to conform with this request.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/ge

Encl.

Oregon State Highway Department   Federal Aid Project No. F-29 (2)

ROCK CREEK BRIDGE SECTION
OF THE COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 11, 1949

Type Code No. 5251

Roadway (Sta. 1034+00 to 1044+00)

All Required		Clearing and Grubbing		$ 4,000.00
3,000	cu. yds.	General Excavation, Unclassified	$ 0.50	1,500.00
18,000	yd. stas.	Short Overhaul	0.02	360.00
280	C-yd. stas.	Long Overhaul	0.50	140.00
0.16	mile	Finishing Roadbed and Slopes	1,000.00	160.00
1,300	cu. yds.	Selected Roadbed Topping	1.00	1,300.00
11,000	yd. mi.	Hauling Roadbed Topping	0.15	1,650.00
250	cu. yds.	Hauling and Placing 3/4" - 0" Material in Leveling Course and Shoulders	1.50	375.00
40	M-gal.	Sprinkling	3.00	120.00
0.16	mile	Preparation of Base	700.00	112.00
150	cu. yds.	Hauling and Placing Aggregates	3.50	525.00
12	tons	Furnishing and Placing 121-150 Asphalt	65.00	780.00
				$11,022.00

Mineral Aggregates in Stockpile (Contract No. 3044)

400	cu. yds.	Crushed Materials in Stockpile	$ 2.95	$ 1,180.00
5,100	yd. mi.	Hauling Crushed Materials	0.12	612.00
				$ 1,792.00
			Subtotal	$12,814.00
			10% Engr. & Cont.	1,281.40
			Total	$14,095.40

Type Code No. 1021

Bridge (Sta. 1037+28 to 1038+84)

All Required		Shoring, Cribbing, Etc.		$ 6,000.00
100	cu. yds.	Structural Excavation	$ 15.00	1,500.00

10	cu. yds.	Structural Excavation Below Elevation Shown	$15.00	$ 150.00
270	cu. yds.	Class "A" Concrete	60.00	16,200.00
63,000	lbs.	Reinforcement	0.11	6,930.00
330	lin. ft.	Handrail	13.00	4,290.00
All Required		Removal of Rock Creek Bridge		1,500.00
			Subtotal	$36,570.00
			10% Engr. & Cont.	3,657.00
			Total	$40,227.00

Length of Roadway	0.160 mile
Length of Bridge	0.029 mile
Total Length	0.189 mile
Cost per mile Roadway	$88,096.25

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$14,095.40	$ 8,044.00	$ 6,051.40
Bridge	40,227.00	22,956.00	17,271.00
	$54,322.40	$31,000.00	$23,322.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

May 4, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing twelve copies of special provision pages numbers 1 and 2 for the Sandy Creek and Rock Creek Bridge Sections, Projects No. F-151 (1) and No. F-29 (2). The changes in these pages consist of the date of receiving bids and the specified completion date.

We are also enclosing six copies of P. S. & E. estimate for each of the above projects and four copies of right of way statement for Project No. F-151 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

JWM/gs

Encl.

SANDY CREEK BRIDGE

PROJECT NO. F-151 (1)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 4, 1949

Oregon State Highway Department Federal Aid Project No. F-29 (2)

ROCK CREEK BRIDGE SECTION

OF THE COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 27, 1949

Type Code No. 5251
Roadway (Sta. 1034+00 to 1044+00)

All Required		Clearing and Grubbing		$ 1,500.00
3,000	cu. yd.	General Excavation, Unclassified	$ 0.80	2,400.00
18,000	yd. sta.	Short Overhaul	0.02	360.00
280	C-yd. Sta.	Long Overhaul	0.50	140.00
0.16	mile	Finishing Roadbed and Slopes	1000.00	160.00
1,300	cu. yd.	Selected Roadbed Topping	1.00	1,300.00
11,000	yd. mi.	Hauling Roadbed Topping	0.20	2,200.00
250	cu. yd.	Hauling and Placing 3/4" – 0" Material in Leveling Course and Shoulders	2.00	500.00
40	M-gal.	Sprinkling	3.00	120.00
0.16	mile	Preparation of Base	250.00	40.00
150	cu. yd.	Hauling & Placing Aggregates	2.00	300.00
12	tons	Furnish and Placing 121-150 Asphalt	60.00	720.00
14	tons	Furnish and Placing RT-9 Tar	52.00	(Alternate)
				$ 9,740.00

Mineral Aggregates in Stockpile (Contract No. 1064)

400	cu. yd.	Crushed Materials in Stockpile	$ 2.95	$ 1,180.00
5,100	yd. mi.	Hauling Crushed Materials	0.12	612.00
				$ 1,792.00
			Subtotal	$11,532.00
			10% Engr. & Cont.	1,153.20
			Total	$12,685.20

Type Code No. X021
Bridge (Sta. 1037+28 to 1030+84)

All Required		Shoring Cribbing, Etc.	$	$ 3,500.00
100	cu. yd.	Structural Excavation	10.00	1,000.00
10	cu. yd.	Structural Excavation below Elevation shown	20.00	200.00
270	cu. yd.	Class "A" Concrete	65.00	17,550.00

63,000 lbs.	Reinforcement	$ 0.12	$ 7,560.00
330 lin. ft.	Handrail	12.00	3,960.00
All Required	Removal of Rock Creek Bridge		2,000.00
		Subtotal	$35,770.00
		10% Engr. & Cont.	3,577.00
		Total	$39,347.00

Length of Roadway	0.160 mile
Total Length of Bridge	0.029 mile
Total Length	0.189 mile
Cost per mile, Roadway	$79,282.50

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$12,685.20	$2,194.00	$10,491.20
Bridge	39,347.00	6,806.00	32,541.00
	$52,032.20	$9,000.00	$43,032.20

32-1449-900

[illegible] Estimate [illegible]

December 31, 1948

Mr. T. N. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Rock Creek Bridge Section, Project No. F-29 (2).

Six bid proposals and one set of full size plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department   Federal Aid Project No. F-29 (2)

ROCK CREEK BRIDGE SECTION OF THE
COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 31, 1948

Type Code No. 5251
Roadway (Sta. 1034+00 to 1044+00)

All Required		Clearing and Grubbing		$ 1,000.00
3,000	cu. yds.	General Excavation, Unclassified	$ 0.80	2,400.00
18,000	yd. stas.	Short Overhaul	0.02	360.00
280	C-yd. stas.	Long Overhaul	0.50	140.00
0.16	mile	Finishing Roadbed and Slopes	1,000.00	160.00
1,300	cu. yds.	Selected Roadbed Topping	1.00	1,300.00
11,000	yd. mi.	Hauling Roadbed Topping	0.20	2,200.00
250	cu. yds.	Hauling and Placing 3/4" - 0" Materials in Leveling Course and Shoulders	2.00	500.00
40	M-gals.	Sprinkling	3.00	120.00
0.16	mile	Preparation of Base	250.00	40.00
150	cu. yds.	Hauling and Placing Aggregates	2.00	300.00
12	tons	Furnishing and Placing 121-150 Asphalt	60.00	720.00
14	tons	Furnishing and Placing RT-9 Tar	52.00	(Alternate)
				$ 9,240.00

Mineral Aggregates in Stockpile (Contract No. 3064)

400	cu. yds.	Crushed Materials in Stockpile	$ 2.95	$ 1,180.00
5,100	yd. mi.	Hauling Crushed Materials	0.12	612.00
				$ 1,792.00
			Subtotal	$11,032.00
			10% Engr. & Cont.	1,103.20
			Total	$12,135.20

Type Code No. X021
Bridge (Sta. 1037+28 to 1038+84)

All Required		Shoring, Cribbing, Etc.		$ 2,500.00
100	cu. yds.	Structural Excavation	$ 5.00	500.00

10 cu. yds.	Structural Excavation Below Elevation Shown	$10.00	$ 100.00
270 cu. yds.	Class "A" Concrete	65.00	17,550.00
63,000 lbs.	Reinforcement	0.12	7,560.00
330 lin. ft.	Handrail	12.00	3,960.00
All Required	Removal of Rock Creek Bridge		750.00
		Subtotal	$32,920.00
		10% Engr. & Cont.	3,292.00
		Total	$36,212.00

Length of Roadway	0.160 mile
Length of Bridge	0.029 mile
Total Length	0.189 mile
Cost per mile, Roadway	$75,845.00

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$12,135.20	$ 5,773.00	$ 6,362.20
Bridge	36,212.00	17,227.00	18,985.00
	$48,347.20	$23,000.00	$25,347.20

ROCK CREEK BRIDGE SECTION

PROJECT NO. F-29 (2)

All necessary rights of way or rights of entry have been acquired.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 31, 1948

February 1, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing six copies of revised estimate to accompany plans and specifications and one copy of PR-9 covering program change for the Rock Creek Bridge, Project No. F-29 (2).

Six bid proposals are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMH:ew

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 1, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

P. W. Federal Aid Primary Highway Program
(Previous Program)

August 13, 1948
(Date of Approval)

COUNTY Coos

FA or FAS Route No. F. A. 14

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Project Cost: Federal Funds	Project Cost: State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	11	F-29(2)	Rock Cr. 4.5 mi. W. of Coos-Douglas Co. Line	Survey-Plans					Bridge, Gr., Dr. 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	$18,000	$9,000	$9,000		
				Total	$18,000	$9,000	$9,000	0.170	
Requested Revision	11	F-29(2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	$48,347	$9,000	$39,347		
				Total	$48,347	$9,000	$39,347	0.189	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Original data was prepared prior to survey and design of structure. Original cost was based on new structure of same length as existing structure. Completion of survey on improved alignment resulted in considerably longer structure, with resulting cost overrun.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

Oregon State Highway Department   Federal Aid Project No. F-29 (2)

ROCK CREEK BRIDGE SECTION OF THE
COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 1, 1949

Type Code No. 5251
Roadway (Sta. 1034+00 to 1044+00)

All Required		Clearing and Grubbing		$ 1,000.00
3,000	cu. yds.	General Excavation, Unclassified	$ 0.80	2,400.00
18,000	yd. stas.	Short Overhaul	0.02	360.00
280	C-yd. stas.	Long Overhaul	0.50	140.00
0.16	mile	Finishing Roadbed and Slopes	1,000.00	160.00
1,300	cu. yds.	Selected Roadbed Topping	1.00	1,300.00
11,000	yd. mi.	Hauling Roadbed Topping	0.20	2,200.00
250	cu. yds.	Hauling and Placing 3/4" - 0" Material in Leveling Course and Shoulders	2.00	500.00
40	M-gals.	Sprinkling	3.00	120.00
0.16	mile	Preparation of Base	250.00	40.00
150	cu. yds.	Hauling and Placing Aggregates	2.00	300.00
12	tons	Furnishing and Placing 121-150 Asphalt	60.00	720.00
14	tons	Furnishing and Placing RT-9 Tar	52.00	(Alternate)
				$ 9,240.00

Mineral Aggregates in Stockpile (Contract No. 3064)

400	cu. yds.	Crushed Materials in Stockpile	$ 2.95	$ 1,180.00
5,100	yd. mi.	Hauling Crushed Materials	0.12	612.00
				$ 1,792.00

Subtotal	$11,032.00
10% Engr. & Cont.	1,103.20
Total	$12,135.20

Type Code No. X021
Bridge (Sta. 1037+28 to 1038+84)

All Required		Shoring, Cribbing, Etc.		$ 2,500.00
100	cu. yds.	Structural Excavation	$ 5.00	500.00

10	cu. yds.	Structural Excavation, Below Elevations Shown	$10.00	$ 100.00
270	cu. yds.	Class "A" Concrete	65.00	17,550.00
63,000	lbs.	Reinforcement	0.12	7,560.00
330	lin. ft.	Handrail	12.00	3,960.00
All Required		Removal of Rock Creek Bridge		750.00
			Subtotal	$32,920.00
			10% Engr. & Cont.	3,292.00
			Total	$36,212.00

Length of Roadway	0.160 mile
Length of Bridge	0.029 mile
Total Length	0.189 mile
Cost per mile, Roadway	$75,845.00

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$12,135.20	$2,259.00	$ 9,876.20
Bridge	36,212.00	6,741.00	29,471.00
	$48,347.20	$9,000.00	$39,347.20

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

January 24, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In accord with our letters of December 15, 1948 and January 12, 1949, relative to program changes, action will be withheld on Oregon Projects F-151(1), Sandy Creek Bridge and F-29(2), Rock Creek Bridge Sections of the Coos Bay - Roseburg Highway, pending submission of data covering program changes and reasons therefore.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

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6
OREGON
STATE HIGHWAY COMMISSION

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-29(2), Rock Creek Bridge Section of the Coos Bay - Roseburg Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending approval of the program change requested in your letter of February 1, 1949.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

February 11, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accordance with your request by telephone we are sending under separate cover one set of blue line plans for the Sandy Creek and Rock Creek Sections, Projects Nos. F-29 (2) and F-151 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:ew

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

May 16, 1949

REFERRED TO
Probert
By Asst. Chief Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Projects F-29(2) and F-151(1), Rock Creek and Sandy Creek Bridge Sections of the Coos Bay - Roseburg Highway, to VaDare Construction Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

August 16, 1949
(Date)

The following major program change of the individual project is requested:

Oregon (State)

P. W. Federal Aid Primary Highway Program (Previous Program)

(Date of Approval)

COUNTY Coos

FA or FAS Route No. FA 14

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	11	F-29(2)	Rock Cr. 4.5 mi. W. of Coos-Douglas Co. Line	Survey-Plans					Bridge, Gr., Dr. 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	$48,347	$ 9,000	$39,347		
				Total	$48,347	$ 9,000	$39,347	.189	
Requested Revision	11	F-29(2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	$54,322	$31,000	$23,322		
				Total	$54,322	$31,000	$23,322	.189	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: **Increase Federal funds to reflect more nearly the permissible Federal-aid share**

Recommended for approval ____________ District Engineer ____________ (date)

Recommended: ____________ Division Engineer ____________ (date)

Approved: ____________ Acting Commissioner ____________ (date)

P-3868

RECEIVED
DEC 13 [illegible]
FOR FILING

F-151(1)

3149

August 16, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Sandy Creek Bridge, Project No. F-151 (1).

The programmed amount of Federal funds is $23,000.00, but due to increase in cost of the project, we are enclosing one copy of form PR-9 requesting this amount be increased to reflect more nearly the permissible Federal-aid share of the actual cost or $42,000.00.

Accordingly the enclosed copies of estimate have been prepared to conform with this request.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JEM/gm

Encl.

Oregon State Highway Department   Federal Aid Project No. F-151 (1)

SANDY CREEK BRIDGE SECTION
OF THE COOS BAY-ROSEBURG HIGHWAY IN
COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 12, 1949

Type Code No. 5251
Roadway (Sta. 710+00 to 933+50)

All Required		Clearing and Grubbing		$ 4,000.00
30	cu. yd.	Trench Excavation, Unclassified	$ 4.00	120.00
10,600	cu. yds.	General Excavation, Unclassified	1.40	14,840.00
28,500	yd. stas.	Short Overhaul	0.02	570.00
100	C-yd. stas.	Long Overhaul	0.50	50.00
0.42	mile	Finishing Roadbed and Slopes	1000.00	420.00
24	lin. ft.	12" Corrugated Metal Pipe	3.00	72.00
150	lin. ft.	18" Corrugated Metal Pipe	5.00	750.00
3,500	cu. yd.	Selected Roadbed Topping	1.00	3,500.00
14,000	yd. mi.	Hauling Roadbed Topping	0.15	2,100.00
650	cu. yd.	Hauling and Placing 3/4" - 0" Materials in Leveling Course and Shoulders	1.00	650.00
80	M-gal.	Sprinkling	3.00	240.00
0.42	mile	Preparation of Base	700.00	294.00
400	cu. yd.	Hauling and Placing Aggregates	3.50	1,400.00
30	tons	Furnishing and Placing 120-150 Asphalt	65.00	1,950.00
				$30,956.00

Mineral Aggregates in Stockpile (Contract No. 3064)

1,050	cu. yd.	Crushed Material in Stockpile	$ 2.95	$ 3,097.50
13,000	yd. mi.	Hauling Crushed Materials	0.12	1,560.00
				$ 4,657.50

Subtotal	$35,613.50
10% Engr. & Cont.	3,561.35
Total	$39,174.85

Type Code No. X021
Sandy Creek Bridge (Sta. 920+03 to 921+43)

All Required	Shoring Cribbing, Etc.		$ 3,000.00
170 cu. yd.	Structural Excavation	$10.00	1,900.00
15 cu. yd.	Structural Excavation below Elevations shown	10.00	150.00
240 cu. yd.	Class "A" Concrete	60.00	14,400.00
60,000 lbs.	Reinforcement	0.11	6,600.00
300 lin. ft.	Metal Rail	13.00	3,900.00
All Required	Removal of Sandy Creek Bridge		1,000.00
		Subtotal	$30,950.00
		10% Engr. & Cont.	3,095.00
		Total	$34,045.00

Length of Roadway	0.418 mile
Length of Bridge	0.027 mile
Total Length	0.445 mile
Cost per mile Roadway	$93,719.73

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$39,174.85	$22,471.00	$16,703.85
Bridge	34,045.00	19,529.00	14,516.00
	$73,219.85	$42,000.00	$31,219.85

State Funds for Constr.:	Chap 175, Laws 1917; Chap 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maint.:	Chap 529, Laws 1939

Oregon State Highway Department

Federal Aid Project No. F-151 (1)

SANDY CREEK BRIDGE SECTION
OF THE COOS BAY-ROSEBURG HIGHWAY
IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 27, 1949

Type Code No. 5251
Roadway (Sta. 710+00 to 233+50)

All Required		Clearing and Grubbing		$ 2,500.00
30	cu. yd.	Trench Excavation, Unclassified	$ 4.00	120.00
10,600	cu. yd.	General Excavation, Unclassified	1.50	15,900.00
28,500	yd. sta.	Short Overhaul	0.02	570.00
100	C-yd. Sta.	Long Overhaul	0.50	50.00
0.42	mile	Finishing Roadbed and Slopes	1000.00	420.00
24	lin. ft.	12" Corrugated Metal Pipe	3.00	72.00
150	lin. ft.	18" Corrugated Metal Pipe	4.00	600.00
3,500	cu. yd.	Selected Roadbed Topping	1.00	3,500.00
14,000	yd. mi.	Hauling Roadbed Topping	0.20	2,800.00
650	cu. yd.	Hauling and Placing 3/4" - 0" Materials in Leveling Course and Shoulders	1.25	812.50
80	M-gal.	Sprinkling	3.00	240.00
0.42	mile	Preparation of Base	250.00	105.00
400	cu. yd.	Hauling and Placing Aggregates	2.00	800.00
30	tons	Furnishing and Placing 120-150 Asphalt	60.00	1,800.00
36	tons	Furnishing and Placing RT-9 Tar	52.00	(Alternate)
				$30,289.50

Mineral Aggregates in Stockpile (Contract No. 3064)

1,050	cu. yd.	Crushed Material in Stockpile	$ 2.95	$ 3,097.50
13,000	yd. mi.	Hauling Crushed Materials	0.12	1,560.00
				$ 4,657.50

Subtotal	$34,947.00
10% Engr. & Cont.	3,494.70
Total	$38,441.70

Type Code X021
Sandy Creek Bridge (Sta. 920+03 to 921+43)

All Required	Shoring, Cribbing, Etc.		$ 3,000.00
190 cu. yd.	Structural Excavation	$10.00	1,900.00
15 cu. yd.	Structural Excavation below Elevation Shown	10.00	150.00
240 cu. yd.	Class "A" Concrete	65.00	15,600.00
60,000 lbs.	Reinforcement	0.12	7,200.00
300 lin. ft.	Metal Rail	12.00	3,600.00
All Required	Removal of Sandy Creek Bridge		1,500.00
		Subtotal	$32,950.00
		10% Engr. & Cont.	3,295.00
		Total	$36,245.00

Length of Roadway	0.418 mile
Length of Bridge	0.027 mile
Total Length	0.445 mile
Cost per mile Roadway	$91,965.78

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$38,441.70	$11,838.00	$26,603.70
Bridge	36,245.00	11,162.00	25,083.00
	$74,686.70	$23,000.00	$51,686.70

March 14, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover, revised bid proposals for the Rock Creek and Sandy Creek Bridges, Projects Nos. F-29 (2) and F-151 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:md

Returned by PRA, —
Corrected revisions
proposals

February 1, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing one copy of PR-9 covering program change for the Sandy Creek Bridge, Project No. F-151 (1).

Six copies of bid proposal are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMW:ew

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 1, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

P. W. Federal Aid Primary Highway Program
(Previous Program)

August 13, 1948
(Date of Approval)

COUNTY Coos

FA or FAS Route No. F. A. 14

				Project Cost					
	Item No.	Project No.	Termini	Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	14	F-151(1)	Sandy Cr. 6.7 mi. W. Coos-Douglas Co. Line	Survey-Plans					Gr., Dr., Bridge 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	$40,000	$23,000	$17,000		
				Total	$40,000	$23,000	$17,000	0.250	
Requested Revision	14	F-151(1)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	$63,003	$23,000	$40,003		
				Total	$63,003	$23,000	$40,003	0.445	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Original data was prepared prior to survey and design of structure. Completion of survey and plans resulted in longer structure and longer approaches to make a proper connection. Increase in cost due to longer structure and longer approaches.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

December 31, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Sandy Creek Bridge Section, Project No. F-151 (1).

Six bid proposals and one set of full size plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. F-151 (1)

SANDY CREEK BRIDGE SECTION OF THE
COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 31, 1948

Type Code No. 5251
Roadway (Sta. 910+00 to 933+50)

All Required		Clearing and Grubbing		$ 2,000.00
30	cu. yds.	Trench Excavation, Unclassified	$ 4.00	120.00
10,600	cu. yds.	General Excavation, Unclassified	0.80	8,480.00
28,500	yd. stas.	Short Overhaul	0.02	570.00
100	C-yd. stas.	Long Overhaul	0.50	50.00
0.42	mile	Finishing Roadbed and Slopes	1,000.00	420.00
24	lin. ft.	12" Corr. Metal Pipe	3.00	72.00
150	lin. ft.	18" Corr. Metal Pipe	4.00	600.00
3,500	cu. yds.	Selected Roadbed Topping	1.00	3,500.00
14,000	yd. mi.	Hauling Roadbed Topping	0.20	2,800.00
650	cu. yds.	Hauling and Placing 3/4" - 0" Materials in Leveling Course and Shoulders	1.25	812.50
80	M-gals.	Sprinkling	3.00	240.00
0.42	mile	Preparation of Base	250.00	105.00
400	cu. yds.	Hauling and Placing Aggregates	2.00	800.00
30	tons	Furnishing and Placing 121-150 Asphalt	60.00	1,800.00
36	tons	Furnishing and Placing RT-8 Tar	52.00	(Alternate)
				$22,369.50

Mineral Aggregate in Stockpile (Contract No. 3064)

1,050	cu. yds.	Crushed Material in Stockpile	$ 2.95	$ 3,097.50
13,000	yd. mi.	Hauling Crushed Materials	0.12	1,560.00
				$ 4,657.50

Subtotal	027.00 ~~$27,026.00~~
10% Engr. & Cont.	~~2,702.60~~ 70
Total	$29,728.60 2970

Type Code No. 1021

Sandy Creek Bridge (Sta. 920+03 to 921+43)

All Required	Shoring, Cribbing, Etc.		$ 2,000.00
190 cu. yds.	Structural Excavation	$ 5.00	950.00
15 cu. yds.	Structural Excavation Below Elevation Shown	10.00	150.00
240 cu. yds.	Class "A" Concrete	65.00	15,600.00
60,000 lbs.	Reinforcement	0.12	7,200.00
300 lin. ft.	Metal Rail	12.00	3,600.00
All Required	Removal of Sandy Creek Bridge		750.00
	Subtotal		$30,250.00
	10% Engr. & Cont.		3,025.00
	Total		$33,275.00

Length of Roadway	0.418 mile
Length of Bridge	0.027 mile
Total Length	0.445 mile
Cost per mile, Roadway	$71,121.05

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	29.70 $29,7~~28.60~~	$10,853.00	$18,875.60
Bridge	33,275.00	12,147.00	21,128.00
	$63,0~~03.60~~ 004.70	$23,000.00	$40,003.60

SANDY CREEK BRIDGE

PROJECT NO. ~~[illegible] (3)~~ F-151 (1)

While negotiations for rights of way are in progress, one parcel has not been acquired nor has the right to occupy and use this parcel been secured, but it is now believed all necessary rights of way can be made fully available within 21 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 31, 1948

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 15, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-151(1), Sandy Creek Bridge Section of the Coos Bay - Roseburg Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending approval of the program change requested in your letter of February 1, 1949 and receipt of advice that all right-of-way or rights-of-entry have been obtained.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

February 4, 1949

REFERRED TO
Probert
By Asst. Chief Engineer

Sandy Cr. [illegible]
Rock [illegible]
Secs.
CB-R Hwy
Coos Co

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Please submit copies of Rock Production Contract No. 3064, Endicott Creek - Mystic Creek Section of the Coos Bay - Roseburg Highway to complete P.S.& E. papers on Oregon Projects F-29(3) and F-151(1).

Test reports covering quality of rock including plastic limit and percent passing the No. 40 sieve for material from the quarry at M.P. 23.5 as requested in our letter of January 4, 1949 should be submitted.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

7/49
shed Pease to
et sample fm
KDL

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

August 16, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

P. W. Federal Aid Primary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Coos

FA or FAS Route No. FA 14

				Project Cost					
	Item No.	Project No.	Termini	Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	14	F-151(1)	Sandy Cr. 6.7 mi. W. of Coos-Douglas Co. Line	Survey-Plans					Gr., Dr., Bridge, 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	$63,003	$23,000	$40,003		
				Total	$63,003	$23,000	$40,003	.250	
Requested Revision	14	F-151(1)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	$73,219	$42,000	$31,219		
				Total	$73,219	$42,000	$31,219	.250	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Increase Federal funds to reflect more nearly the permissible Federal-aid share

Recommended for approval ________ District Engineer ________ (date)

Recommended: ________ Division Engineer ________ (date)

Approved: ________ Acting Commissioner ________ (date)

P-3868

RECEIVED
JUN 14 1949
FOR FILING

7-27 (1) + 7-29 (2)

3149

June 13, 1949

WaDare Construction Co.
1002 S.E. Rex Street,
Portland 2, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of contract No. 3149 which was awarded to you on May 16, 1949 by the State Highway Commission covering Rock Creek and Sandy Creek Bridge Sections on the Coos Bay-Roseburg Highway in Coos County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
encl. 1

RECEIVED
MAY 19 1949
FOR FILING

7 [illegible]

8149

May 18, 1949

Va Dare Construction Company
10[illegible]2 Southeast Rex Street
Portland 2, Oregon

Gentlemen:

The State Highway Commission on May 16 awarded you the contract for the construction of two reinforced concrete bridges over Rock Creek and Sandy Creek and 0.57 mile highway roadbed on the Coos Bay-Roseburg Highway in Coos County. This award was based on your low bid using asphalt of $109,498 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. H. Probert
G. S. Paxson

RECEIVED
MAY 19 1949
FOR FILING
F-29(2)
F-151(1)

File

May 16, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Projects F-29(2) and F-151(1), Rock Creek and Sandy Creek Bridge Sections of the Coos Bay - Roseburg Highway, to Valare Construction Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

Original sent
to L. H. Provost

RECEIVED
JUN 2 194
FOR FILING
7 151-(1)
7 29 (2)

April 27, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith for correction Form PR-47-A on Oregon Project No. HT-1(1), Deep Creek Bridge.

It is noted on PR-47-A, total cost of project and total cost of all construction show the same figure. Total cost of all construction should include all contract and force account items, whereas total cost of project should include the all contract and force account items plus engineering.

Very truly yours,

T. H. DAVIS
District Engineer

Encl.

Original to
W A Reeves

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~~HT-1(1)~~
FAP-157 (1) 29(2)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 26, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Will you forward at your earliest convenience Form PR-47-A on the Deep Creek Bridge, Oregon Project No. HT-1(1), which according to our records was completed April 7, 1948. Final inspection on this project was made September 1, 1948 and the final report cannot be submitted until the above data is available.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
APR 27 1949
OREGON
STATE HIGHWAY COMMISSION

Fe

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

April 25, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Deep Creek Bridge
F. A. No. HT-1 (1)

Herewith five copies of PR 47-A on the Deep Creek Bridge.

Very truly yours,

G. S. Paxson
Bridge Engineer

GM
Attached
cc J. W. Nash

d 10/47)

BLIC ROADS ADMINISTRATION

STATEMENT OF MATERIALS AND EMPLOYMENT

(To Accompany Final Inspection Report)

Deep Creek Bridge
Contract No. 2926

Total cost of project	(1) Roadway, $	-
	(2) Bridges, $	31,660.39
Total cost of all construction	(1) Roadway, $	-
	(2) Bridges, $	31,660.39
Total cost of all materials (Exclusive of supplies)	(1) Roadway, $	-
	(2) Bridges, $	8,963.56
Total length of project	(1) Roadway, Mi.	-
	(2) Bridges, Mi.	0.031

State Oregon

Project No. ET-1 (1)

Date started August 6, 1947

Date completed May 29, 1948

Number of structures over 20-foot span

Code	Materials		Roadway (1)			Bridges over 20 feet (2)		
	Class	Unit	Quantity	Cost	Av. Unit Cost	Quantity	Cost	Av. Unit Cost
1	Cement	Bbl				-		
2	Aggregates purchased	Cu. yd				-		
3	Bituminous material	Gal				-		
4	Lumber	M ft. b. m.				50	$2,400	$48.00
5	Timber piling	Lin. ft				-		
6	Metal culvert pipe	Lb				-		
7	Reinforcing steel	Lb				60,000	3,360	.056
8	Structural steel	Lb				-		
11	Ready-mixed concrete	Cu. yd				283	3,203.56	11.32
12	Premixed bituminous paving materials	Ton						
13	Concrete culvert and drain pipe	Lin. ft						
14	Clay pipe and tile	Lin. ft						
15	Aggregates produced	Cu. yd						
	SUPPLIES CONSUMED							
9	Petroleum products	Gal						
10	Explosives	Lb						
	Grand Totals						8,963.56	

EMPLOYMENT

Code	Total employment reported on pay roll and Form Emp. 200	Man-Hours	Wages Earned (Total earned, without deductions)
		4,764	$8,402.00

Remarks:

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JUN 2 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

HT-1 (1)
4AP 151 (1)
37 (2)

April 13, 1949

~~Mr. T. M. Davis, District Engineer~~
~~Public Roads Administration~~
~~P. O. Box 3900~~
~~Portland 8, Oregon~~

Dear Sir:

Re: Rock Creek Bridge
F. A. No. HT-1 (1)

Herewith five copies of Form PR 47-A, Statement of Materials and Employment, on the above-mentioned project. Lindstrom Bros. held the contract on this job.

Very truly yours,

G. S. Paxson
Bridge Engineer

gm
Attached
cc J. W. Nash

BLIC ROADS ADMINISTRATION

STATEMENT OF MATERIALS AND EMPLOYMENT

(To Accompany Final Inspection Report)

Rock Creek Bridge

Total cost of project (1) Roadway, $ -
(2) Bridges, $ 43,700.00

Total cost of all construction (1) Roadway, $ -
(2) Bridges, $ 43,700.00

Total cost of all materials (Exclusive of supplies) (1) Roadway, $ -
(2) Bridges, $ 16,716.57

Total length of project (1) Roadway, Mi. 0.035
(2) Bridges, Mi. 0.035

State Oregon
Project No. ET 1 (1)
Date started Oct. 6, 1947
Date completed Aug. 25, 1948
Number of structures over 20-foot span 1

Code	Materials		Roadway (1)			Bridges over 20 feet (2)		
	Class	Unit	Quantity	Cost	Av. Unit Cost	Quantity	Cost	Av. Unit Cost
1	Cement	Bbl				Included in Ready-Mix		
2	Aggregates purchased	Cu. yd				Included in Ready-Mix		
3	Bituminous material	Gal						
4	Lumber	M ft. b. m.				59.356	$ 2819.26	47.50
5	Timber piling	Lin. ft						
6	Metal culvert pipe	Lb						
7	Reinforcing steel	Lb				92,591	5201.64	.0562
8	Structural steel	Lb						
11	Ready-mixed concrete	Cu. yd				393.25	4451.54	11.32
12	Premixed bituminous paving materials	Ton						
13	Concrete culvert and drain pipe	Lin. ft						
14	Clay pipe and tile	Lin. ft						
15	Aggregates produced	Cu. yd						

SUPPLIES CONSUMED

9	Petroleum products	Gal						
10	Explosives	Lb						
	Grand Totals							

EMPLOYMENT

Code	Total employment reported on pay roll and form Emp. 200	Man-Hours	Wages Earned (Total earned, without deductions)
		6228.25	$10,962.31

Remarks:

U. S. GOVERNMENT PRINTING OFFICE 16—45727-4

RECEIVED
JUN 3 [illegible]
FOR FILING

121P151-

March 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of February 4, requesting length of several projects on which project statement maps have been submitted recently. From our records, the lengths requested are as follows:

FAP	151	Myrtle Point-Remote	17.93 miles
FAP	49	Portland-Oregon City	11.55 miles
FAS	13	Independence-Albany	18.48 miles
FAS	46	Coquille-Myrtle Point	13.10 miles

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMM/gs

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 4, 1949

REFERRED TO
Probert
By Asst. Chief Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Project Statement sketch maps submitted by you in recent months do not show the project length. Will you kindly furnish lengths in miles of the following projects:

FAP 151 Myrtle Point - Remote - 17.93 Mi.
FAP 49 Portland - Oregon City - 11.55 Mi.
FAS 13 Independence - Albany - 18.48 Mi. 18.5
251 FAS 46 Coquille - Myrtle Point - ~~11.51~~ Mi. 13.10

It is requested that length of project be indicated in the title block on all future submissions.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

1310

RECEIVED
FOR FILING
OREGON DISTRICT
F29(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that the program change requested for Project No. F-29(2), has been approved effective February 10, 1949.

The current status as approved:

Total Cost	$48,317	
Federal Funds	9,000	(No Change)
Mileage	0.189	

(Item 11, Postwar Federal Aid Primary Highway Program)

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Jon

RECEIVED
FOR FILING
OREGON DISTRICT
F-151(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that the program change requested for Project No. F-151(1), has been approved effective February 10, 1949.

The current status as approved:

Total Cost	$63,003	
Federal Funds	23,000	(No Change)
Mileage	0.445	

(Item 14, Postwar Federal Aid Primary Highway Program)

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
STATE HIGHWAY COMMISSION

Tom

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

FAP 151

February 16, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The sketch map for Oregon Project FAP 151, Myrtle Point-Remote Section of the Coos Bay - Roseburg Highway, is approved today. Our approval is subject to the condition that the sub-standard bridges within the limits of the project shall be adequately signed to protect traffic until such time as they can be replaced by new structures.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 9 194
FOR FILING
FAP 151

January 20, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six blueprint copies of project statement map for the Myrtle Point-Remote Section, Project No. FAP 151.

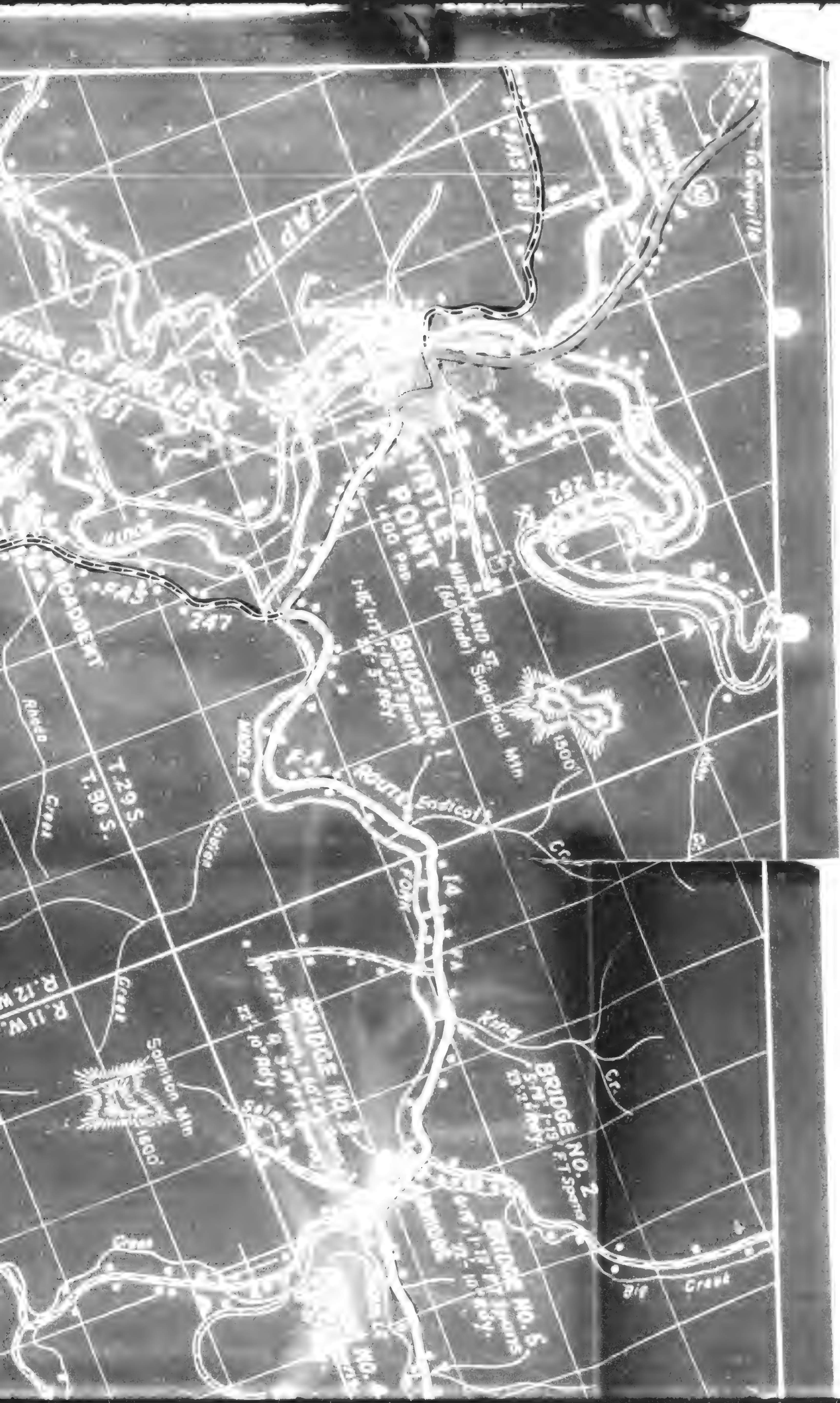
Very truly yours,

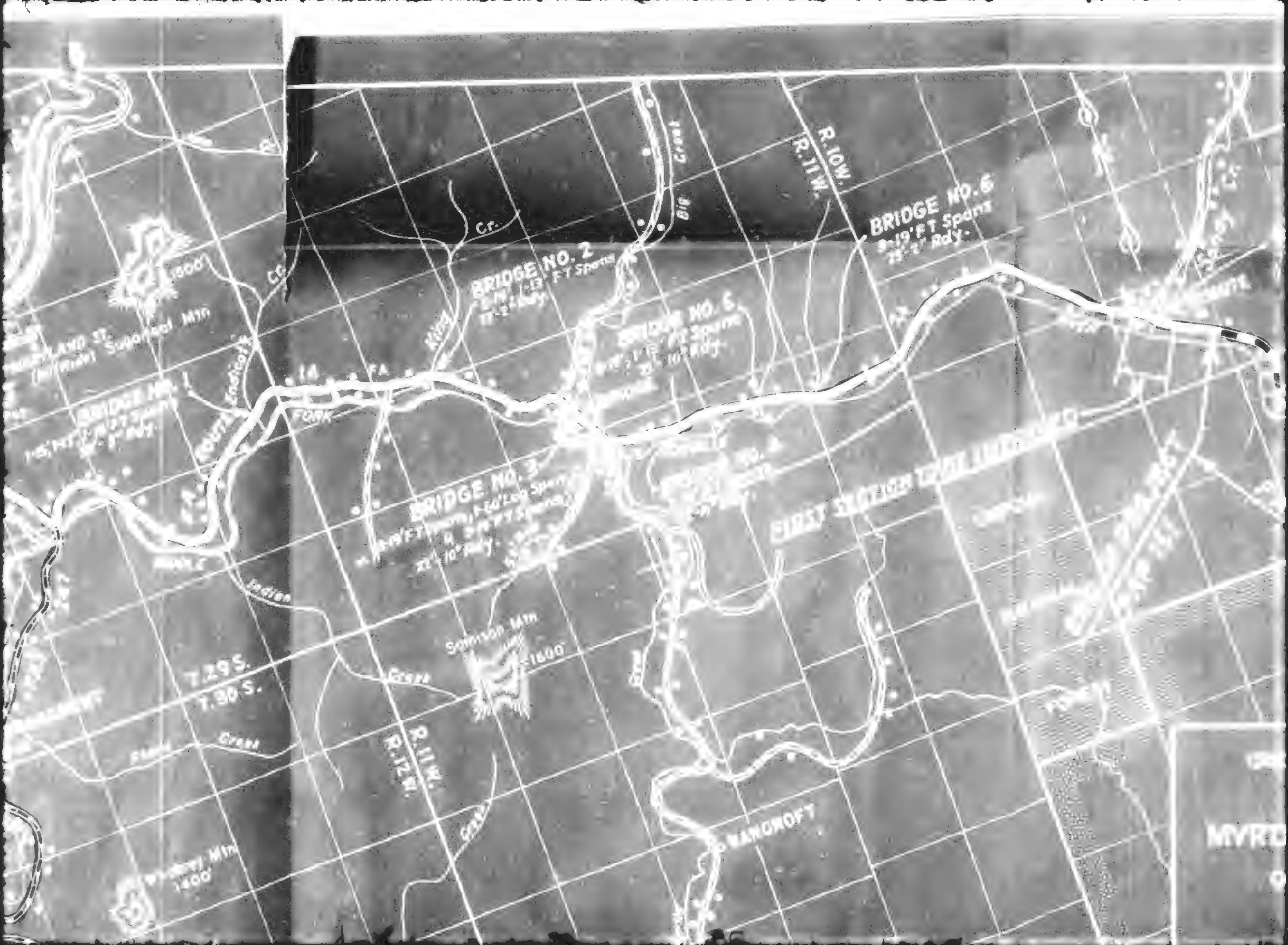
R. H. Baldock
State Highway Engineer

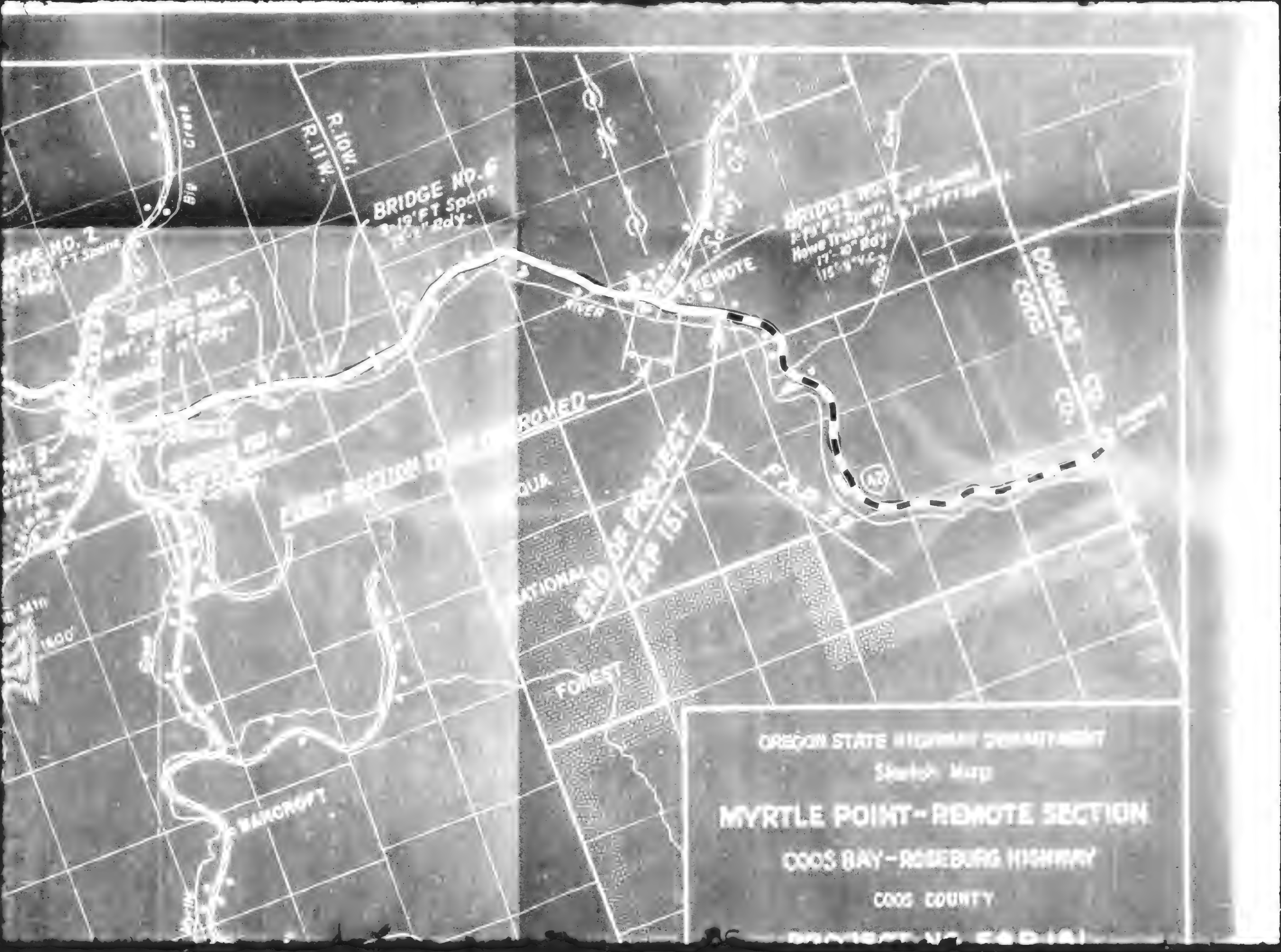
By

W. C. Williams
Assistant State Highway Engineer

JWB/gs

F.A.P. 11
MYRTLE POINT
1400 Pop.
BROADBENT
247
252
BRIDGE NO. 1
BRIDGE NO. 2
BRIDGE NO. 3
BRIDGE NO. 5
Sugarloaf Mtn.
1300'
Sommon Mtn.
1600'
T.29 S.
T.30 S.
R.12 W.
R.11 W.
Endicott
Fork
King
Cr.
Big
Creek
Creek


Big Creek
Cr.
R.10W.
R.11W.
BRIDGE NO. 6
9-19' F T Spans
25'-2" Rdy.
BRIDGE NO. 2
1-13' F T Spans
22'-2" Rdy.
BRIDGE NO. 5
King
Endicott
Supernal Mtn
1800
BRIDGE NO. 1
South
Fork
BRIDGE NO. 3
22'-10" Rdy.
FIRST SECTION
Indian
Creek
Sampson Mtn
1600
T.29S.
T.30S.
R.11W.
R.12W.
Creek
BANCROFT
Mtn
1400
MYRT



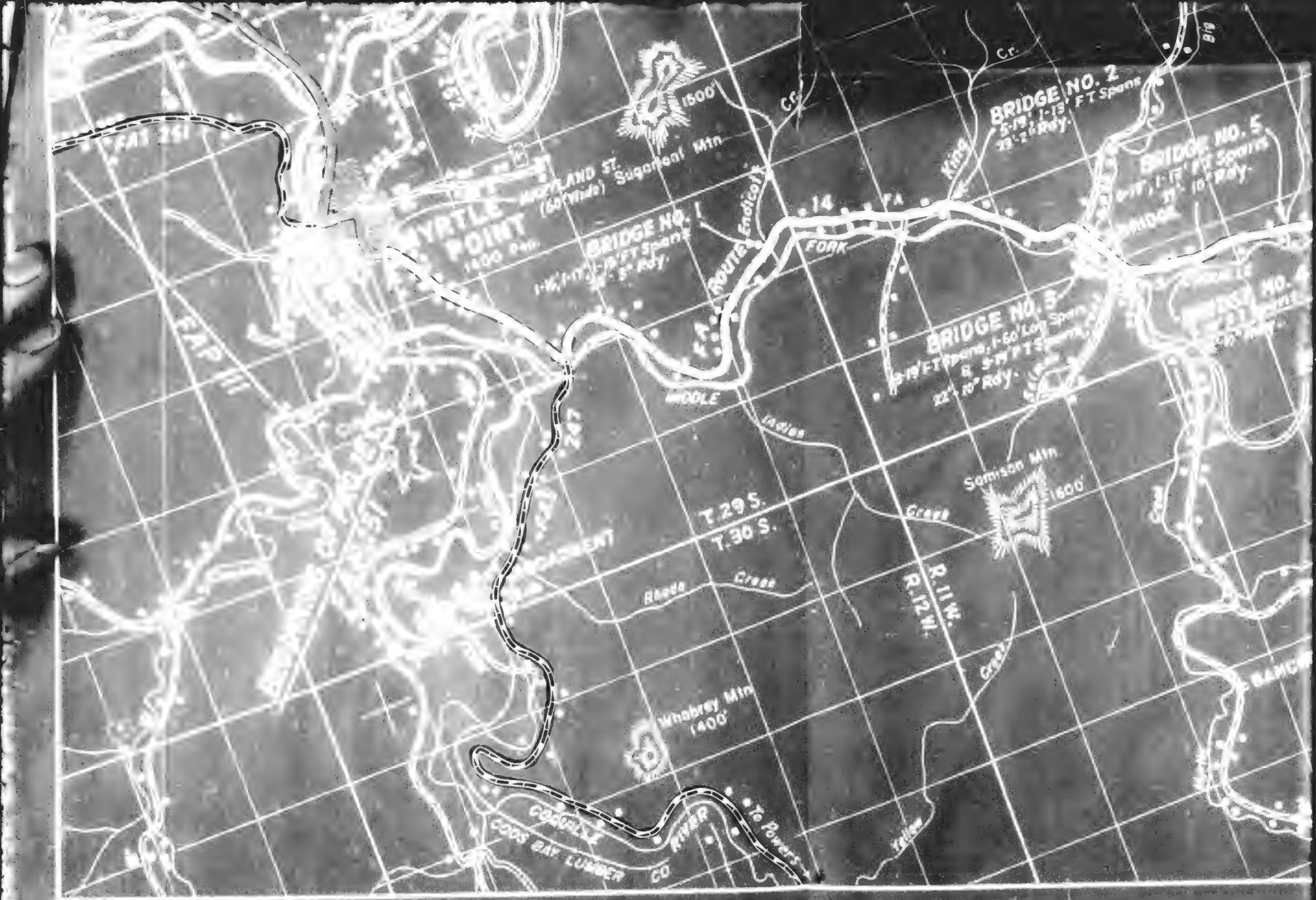
OREGON STATE HIGHWAY DEPARTMENT

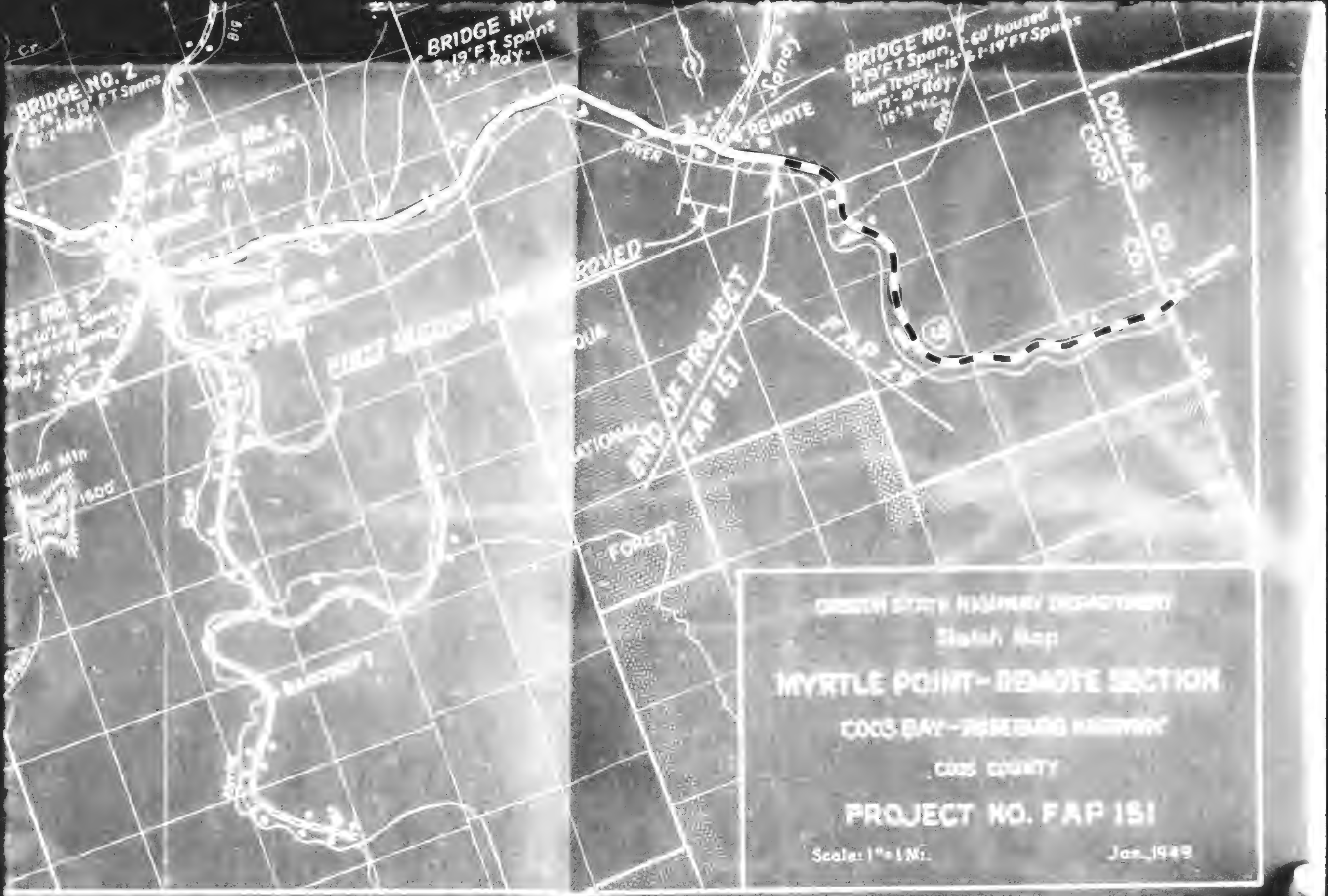
Sketch Map

MYRTLE POINT - REMOTE SECTION

COOS BAY - ROSEBURG HIGHWAY

COOS COUNTY


FAS 251
FAP 111
MYRTLE POINT
1400 Pop.
MARYLAND ST.
(60' Wide)
Sugarloaf Mtn
1500'
BRIDGE NO. 1
1-16', 1-17', 1-15' F.T. Spans
18'-5" Rdy.
F.A. ROUTE
Endicott
14
F.A.
FORK
MIDDLE
King
Cr.
Cr.
Big
BRIDGE NO. 2
5-19', 1-13' F.T. Spans
23'-2" Rdy.
BRIDGE NO. 5
6-19', 1-17' F.T. Spans
22'-10" Rdy.
BRIDGE NO. 3
3-19' F.T. Spans, 1-60' Lat. Span
& 5-19' F.T. Spans
22'-10" Rdy.
BRIDGE NO. 4
247
Indian
Creek
Somison Mtn
1600'
T. 29 S.
T. 30 S.
R. 11 W.
R. 12 W.
Rhoda
Creek
Creek
Whobrey Mtn
1400'
COQUILLE
RIVER
COOS BAY LUMBER CO
To Powers



OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

MYRTLE POINT - REMOTE SECTION

COOS BAY - ROSEBURG HIGHWAY

COOS COUNTY

PROJECT NO. FAP 151

Scale: 1" = 1 Mi.

Jan. 1949

RECEIVED
JUN 2 194[illegible]
FOR FILING

OREGON DISTRICT
F-151 & F29(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

December 20, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Ore. Projects F-151(1) & F-29(2)

Dear Sir:

The use of approximately 1050 yards of previously stockpiled surfacing material on the approaches for the Sandy Creek Bridge and 450 for the approaches of the Rock Creek Bridge as a participating item is approved in view of the showing of economy made in your letter of December 8, 1948.

No payment will be made until the material has been placed on the road.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

[illegible]

RECEIVED

FOR FILING

December 1, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of November 29 requesting approval as a participating item of State furnished surfacing materials to be used on the approaches to the Sandy Creek and Rock Creek Bridges on the Coos Bay - Roseburg Highway, Projects F-151(1) and F-29(2).

No quantity or exact unit price is shown. Please advise as nearly as can now be estimated as to the yardage and the cost at which it is to participate, so we may have definite figures on which to base our action with respect to your application. If the material has been produced under a completed contract or is to be furnished under a going contract, it would seem that the exact unit cost should be available. A cost analysis supporting the unit cost is also requested.

Very truly yours,

T. M. DAVIS
District Engineer

By:

C. C. Polk
Senior Highway Engineer

ECEIVED
JUN 2 1949
FOR FILING

F151 (1.) -F29 (2)

November 23, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Among the federal aid projects for which we are planning to receive bids at the December letting ~~on~~ are the Sandy Creek and Rock Creek Bridges on the Coos Bay-Roseburg Highway, Projects F-151 (1) and F-29 (2), inclusive of approaches.

As the quantities of crushed rock required in the surfacing of the approaches is not sufficiently large to warrant the setting up of a crushing plant, we have made arrangements under a previous contract to have surfacing materials for both projects stockpiled at the site for the Sandy Creek Bridge (about two miles distant from the Rock Creek Bridge). The cost of the materials so stockpiled will be about $4.50 per cubic yard.

We desire permission to specify that these surfacing materials will be furnished to the contractor without cost; also, permission to include the cost of the materials as a participating cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SWP:md

Request Approval to Use State Furnished Material on Fed. Aid Projects

Sandy Creek Bridge Section - Coos Bay-Roseburg Hwy
F. A. Project No. F-151(1)

3/4"-0" Crushed Rock in Lev. Cs. + Shldrs. -	650 cu. yds.
Mineral Aggregate for B-2 Bit. Mac. - - -	400 cu. yds.

Rock Creek Bridge Section - Coos Bay - Roseburg Hwy.
F. A. Project No. F-29(2)

3/4"-0" Crushed Rock in Lev. Co. + Shldrs. - - -	250 cu. yds.
Mineral Aggregate for B-2 Bit. Mac. - - -	150 cu. yds.

These materials are being produced under State Contract No. 3064, Endicott Co.- Myrtle Co. Rock Production Proj., from a quarry 5.9 mi. S. of Hwy. @ MP 20.4 (Bridge P.O.). Los Angeles abrasion 13.6%; specific gravity 2.86; asphalt stripping test: Good.

Materials to be stockpiled at M.P. 27.31 which is at Sandy Creek and about two miles westerly of Rock Creek.

March 16, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revised sketch map for Oregon Project FAP 89 (Revised), Remote to Coos Junction Section of the Coos Bay-Roseburg Highway, is approved today.

Very truly yours,

W. E. LYNCH
Division Engineer

By:

L. J. Canfield
Principal Highway Engineer

Encl.

10-3411 Roseburg Division Office 1949
Building
#3150

RECEIVED
FEB 9 1950
FOR FILING

10-3411

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Feb. 6, 1950

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	842	3150	6-final	E. A. Shannon	1,200.90	368164	

2.

3. Completed Nov. 8, 1949

4. Accepted Dec. 19, 1949

5. Time Extensions None Needed

6. Claims None of record

7.

Remarks:

8.

9. OK to release warrant immediately

10.

11.

12.

ACCOUNTING DIVISION

By
Bookkeeping Dept.

Approved
Secretary

Warrant mailed ________ 1950

FORM E-30 10M 6-48 23439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Feb. 6, 1950

SUBJECT: Request for release of warrants
on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	842	3150	6-final	E. A. Shannon	1,200.90	368164	

2.
3.
4. Accepted ____________________
5. Time Extensions ____________________
6. Claims ____________________
7. Remarks:
8.
9.
10.
11.
12.

ACCOUNTING DIVISION

By aaw
Bookkeeping Dept.

Approved ____________________
Secretary

Warrant mailed FEB 8 1950 aaw 1950

NOTED ON CARD

2-5-50, jc

RECEIVED
JAN 1[illegible] 1950
FOR FILING

11-3411

3150

January 11, 1950

Ken Bailey Insurance Agency
Pacific Building
Roseburg, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3150 for office building addition in Roseburg, in Douglas County, has been completed by the contractor, E. A. Shannon, and that final payment in the amount of $1,200.90 will be made on or after January 21, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $16,309.00 and that no force account work was performed on the project. This contract was completed on November 8, 1949 and accepted by the Commission on December 19, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Respectfully yours,

fm

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

NOTED ON CARD
1-11-50 gc

RECEIVED
JUN 14 194
FOR FILING

10-34.1

3150

June 13, 1949

E.A. Shannon
Box 106C,
Melrose Route,
Roseburg, Oregon

Dear Sir:

We are sending you today a fully executed copy of contract No. 3150 which was awarded to you on May 16, 1949 by the State Highway Commission covering the Roseburg Office Building Addition in Douglas County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm
encl. 1

RECEIVED
MAY 19 1949
FOR FILING

10-3411

3150

May 18, 1949

Mr. E. A. Shannon
Melrose Route, Box 106-C
Roseburg, Oregon

Dear Sir:

The State Highway Commission on May 16 awarded you the contract for the construction of a frame addition to the Roseburg Division Office Building in Douglas County. This award was based on your low bid of $16,012 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ed
cc - S. H. Probert
G. S. Paxson

10-1039 Elkton Tunnel Lighting 1949

#3151

RECEIVED
DEC 2 1949
FOR FILING

10-1029

3151

December 2, 1949

General Casualty Co.of America
Huggins Insurance Agency, Agents
373 North Church St.
Salem, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3151, covering the Elkton Tunnel Lighting on the Umpqua Highway in Douglas County, has been completed by the contractor, Will Electric Company, and that final payment in the amount of $358.12 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dies or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $9,850.54, and that no force account work was performed on the project. This contract was completed November 18, 1949 but has not as yet been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD

12-2-49 g C

RECEIVED
NOV 22 1949
FOR FILING

10-7039

3151

November 22, 1949

Hill Electric Company
236 State St.
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 8, 1949, had under discussion your request for an extension of time of 61 days, from September 30 to November 30, 1949, within which to complete your Contract No. 3151 covering Elkton Tunnel lighting on the Umpqua Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - K. D. Lytle
Division Engineer

R. G. Smith

NOTED ON CARD

11-22-49

RECEIVED
NOV - 1 1949
FOR FILING

10-1039

3151

October 28, 1949

State Highway Commission

Request for extension of time
No. 16
November 7 and 8 meeting

Gentlemen:

Re: Elkton Tunnel Lighting
Contract No. 3151
Hall Electric Co., Contractor

Herewith copy of an application for a time extension from September 30 to November 30, 1949 covering the installation of lighting at the Elkton Tunnel.

Under the contract, the State supplies the control equipment, and we have not been able to secure delivery on this equipment. The contractor's work was completed on August 12 except for testing the circuits which cannot be done until the control equipment is installed. In view of these conditions, it is recommended that the extension to November 30 be granted without penalty to the contractor.

This is a State project and does not require concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:bd

cc R. H. Baldock
W. C. Williams
S. B. Glaisyer
G. S. Paxson

RECEIVED
OCT 21 1949
FOR FILING

10-1039

3151

October 21, 1949

General Casualty Co. of America
Huggins Insurance Agency
373 N. Church St.
Salem, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Hill Electric Co., on contract No. 3151, covering lighting of the Elkton Tunnel on the Umpqua Highway in Douglas County. This payment, in the amount of $733.95, will be made on or after October 31, 1949. The retained percentage is $293.58.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

10-21-49

RECEIVED
MAY 19 1949
FOR FILING

10-1039

3151

May 18, 1949

Mill Electric Company
236 State Street
Salem, Oregon

Gentlemen:

The State Highway Commission on May 16, awarded you the contract for the installation of an electric lighting system in the Elkton Tunnel on the Umpqua Highway in Douglas County. This award was based on your low bid of $9,786 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. H. Probert
G. S. Paxson

12-4208 Service Creek-Goose Rock Section
of the John Day Highway 1949
#3152

RECEIVED
[illegible] 1950
FOR FILING

112-4208

3152

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

December 29, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	21111	3152	3-final	Newport Constr. Co & R. Olson	1,651.19	364749	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This has been accepted. No record of time extension.

msw

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

NOTED ON CARD
12-29-49, g.l

Approved ____________
Secretary

R. H. Baldock

RECEIVED
JAN - 4 1950
FOR FILING

December 5th, 1949

FINAL COST ANALYSIS

John Day Highway
Contract #3152

Service Creek-Goose Creek Section
Surfacing and Oiling
Prefix 12-4208-201(46)
Newport Construction Co. and Russell Olson, Contractors
Claude Mahan, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Gravel in Base	5,000	Cu. Yd.	$0.46	$0.50	$2,321.10	$2,500.00
Hauling Base Material	7,065	Yd. Mi.	0.19	0.20	1,342.40	1,413.00
Sprinkling	115	M/Gal.	2.26	2.50	258.80	287.50
Preparation of Base	37.9	Mile	49.40	100.00	1,872.26	3,790.00
Placing Aggregates	8,750	Cu. Yd.	0.84	1.10	7,354.55	9,625.00
Hauling "	14,150	Yd. Mi.	0.36	0.20	5,084.30	2,830.00
Furnish & Place 200-300 Asphalt	758	Ton	37.52	42.00	28,438.15	31,836.00
					$46,671.56	$52,281.50

Gross Revenue	$52,281.50
Total Cost	46,671.56
Net Profit	$ 5,609.94

Net Profit Equals 10.7% of Gross Revenue

Service Creek-Goose Creek

Detail of Cost

Labor:			
Supervision			
Labor		$725.00	
Labor Insurance		10,384.11	
		959.03	
			$12,068.14
Materials:			
Asphalt			
Freight on Asphalt	758 Ton at $21.00	$15,918.00	
Demurrage	758 " " 11.00	8,338.00	
		77.70	
			24,333.70
Equipment Rental and Miscellaneous:			
Equipment Rental			
Truck Rental		$5,012.00	
Gas, Oil and Grease		1,723.00	
Broom Brushes		1,913.27	
P.L. & P.D. Fees		171.09	
Freight		83.30	
Small Tools & Misc.		16.52	
Bond		218.96	
Home Office & General Overhead		417.18	
		714.40	
			10,269.72
Total Cost			$46,671.56

Remarks:

This was a "State Project" requiring the construction of 1.15 miles of gravel base, the construction of 2.3 miles of 0-11 oil mat and the construction of 31.85 miles of D-0-30 oil mat. The project was bid and awarded on May 16th, 1949, work was started July 12th, and completed August 8th, 1949.

Equipment used consisted of one ½ cubic yard shovel, one #12 blade, two 10-ton rollers, nine 5 cubic yard trucks and two pickups. Asphalt was hauled from Portland by insulated tankers and delivered on the job hot enough so that retorting was not required. Additional savings were effected by the elimination of tenders except as reserve tanks used when more asphalt was delivered than could be handled by the distributor. The savings effected by the handling of asphalt in this manner are considerable, and it is probable that considerably more contractors will use the tank truck shipments in preference to rail shipments in the future.

Hauling costs were very high on mineral aggregates due to two reasons: One, the average haul was very short, averaging 1.6 miles; and two, the method of hauling the asphalt. Heretofore the usual method for shipping asphalt was by train to the nearest railhead and by tender from the railroad to the job site. This made it very easy to assure a supply of asphalt on the job at all times. By hauling in transport trucks, it was difficult to time the trucks, and several times there were delays of one and two hours. The contractor cannot lay off for such a short time and hold his crew; therefore, he kept the entire force on the payroll. As the truck drivers hauling aggregates comprised the major portion of the crew, the hauling costs were affected more than any other item.

Average production for the project was 4.3 tons of asphalt and 49.4 cubic yards of aggregate per hour.

The project was well handled, had good supervision and fair equipment and a good profit was made by the contractors.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
NOV 22 1949
FOR FILING

12-4[illegible]

3152

November 22, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

On September 1 we notified you of our intention to make final payment, in the amount of $1,568.45, to Newport Construction Co. and Russell Olson, for reoiling on the Service Creek-Goose Rock Section of the John Day Highway in Grant and Wheeler Counties.

Please be advised that the revised final payment on this job will be $1,651.19, for immediate release, and the revised total contract amount is $52,364.24.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—5M—11-46

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 20, 1949

Section Service Creek - Goose Rock

Kind of work Reoiling

Highway John Day

Section prefix I2-4208

Contractor Newport Construction Co. and Russel Olson

Contract number 3I52

Date of contract May I6, 1949

Date of completion August 3I, 1949

Date work started July I2, 1949

Estimated date of completion ...., 19....

Amount of contract $ 55,625.00

Per cent of time elapsed 89.4 %

Estimated cost of completed project, exclusive of engineering $ 52,28I.50

Per cent of contract completed, based on total contract price .... %

Engineering cost to date $ 3400, 6.II %

Date project was completed August 8, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-final estimate was completed and mailed to the Division office Tuesday.

Signed Claude Mahan

Address Fossil, Oregon

NOTED
E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		I.I5		34.I5	
Miles partially completed		0		0	
Miles completed		0		0	
Total estimated quantities		5000 yds.		9000 yds, 830 tons	
Estimated quantities moved or placed to date		5000 yds.		8750 yds. 758 tons	
Average daily quantities		4I6		3 Mi.	
Average daily quantities necessary to complete project on time		0		0	
Number shifts per day		0		0	
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear Warm		
Monday	" "		
Tuesday	" "		
Wednesday	" "		
Thursday	" "		
Friday	" "		
Saturday	" "		

RECEIVED
AUG 23 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
SEP 1 1949
FOR FILING

13-4208

3152

September 1, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3152, for reoiling on the Service Creek-Goose Rock Section of the John Day Highway in Grant and Wheeler Counties, has been completed by the contractor, Newport Construction Co. and Russell Olson, and that final payment in the amount of $1,568.45 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $52,281.50, and that no force account work was performed on the project. This contract was completed on August 8, 1949 but has not as yet been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon
Attn: E. A. Wride, Mgr.

Hansen & Rowland, Inc.
Puget Sound Bank Bldg., Tacoma, Wn.

NOTED ON CARD
9-6-49

RECEIVED
AUG 30 1949
FOR FILING

12-4207

3152

August 26, 1949

Maryland Casualty Co.
Baltimore 2
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Newport Construction Co. and Russell Olson on Contract No. 3152 covering the Service Creek-Goose Rock Section of the John Day Highway, in Grant and Wheeler Counties. This payment, in the amount of $11,977.93, will be made on or after September 6, 1949. The retained percentage is $1,568.45.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

ce

cc - Maryland Casualty Co.
Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Maryland Casualty Co.
Hansen & Rowland, Inc.
R. A. Wride, Manager
611 Henry Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUN 1 [illegible]
FOR FILING

12-4208

2152

June 13, 1949

Newport Construction Company &
Russell Olson
7031 N.E. Halsey Street
Portland 16, Oregon

Gentlemen:

We are sending you today a fully executed copy of contract No. 3152 which was awarded to you on May 16, 1949 by the State Highway Commission covering reoiling in the Service Creek-Goose Rock Section on the John Day Highway in Grant and Wheeler Counties. This copy is for your records and files.

We are also sending an executed copy to the surety on your Bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm
encl. 1

RECEIVED
MAY 19 1949
FOR FILING

12-4248

9152

May 18, 1949

Newport Construction Company
7031 N. E. Halsey Street
Portland 16, Oregon

Russell Olson Construction Company
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 16 awarded you the contract for surfacing and oiling on the Service Creek-Goose Rock Section of the John Day Highway in Grant and Wheeler counties. This award was based on your low bid of $55,625 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ml
cc - S. H. Probert

21-4219 Newport Bridge Painting 1949

#3153

RECEIVED
[illegible] 1950
FOR FILING

21-4219

3153

February 15, 1950

New York Casualty Company
725 Yeon Building
Portland 4, Oregon

Attention: Mr. W. D. Lane
Superintendent of Claims

Gentlemen:

We have your letter of February 8 inquiring as to the status of Contract 3153 with L. E. Snell for painting the Yaquina Bay Bridge in Linn County.

This contract was completed October 13, 1949, and accepted by the Commission on November 8, 1949. Final payment was made to the contractor on December 1, 1949, and there is no retained percentage withheld.

The claim against Mr. Snell in the amount of $362.20 for unpaid contributions and interest was filed by the State Unemployment Compensation Commission on January 6, 1950, regarding which your Company was notified on January 9. We have contacted the Unemployment Compensation Commission and have been advised that this claim has not been paid to date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

AN OF THE BOARD

W. E. McKELL,
PRESIDENT

NEW YORK CASUALTY COMPANY

PORTLAND BRANCH OFFICE · 725 YEON BUILDING
522 S. W. FIFTH AVENUE · TELEPHONE ATWATER 9438

Portland 4, Ore.

February 8, 1950

Re:
Bond # 37-498-072
L. E. Snell -to-
State Highway Commission
Your Contract # 3153

Oregon State Highway Commission
Salem
Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Would you please advise this office the date the above contract was completed and accepted. We would also like to know if all the funds, including retained funds, have been paid to L. E. Snell Co.

X We would like to know if your records indicate whether or not the L. E. Snell Co. satisfied the claim of the State Compensation Commission in the amount of $362.20.

Very truly yours,

William D. Lane

William D. Lane
Supt. of Claims

l/s

[illegible] D TC
[illegible] ARY

[illegible]

RECEIVED
JAN 25 1950
FOR FILING

21-4219

3124

[illegible]

January 25, 1950

Farmers Insurance Group
87 East Broadway
Eugene, Oregon

Attention: Mr. R. C. Turner

Gentlemen:

We have your letter of January 23rd advising that Mr. Howard V. Evans' automobile was splattered with paint while crossing the Yaquina Bay Bridge at Newport on August 28, 1949.

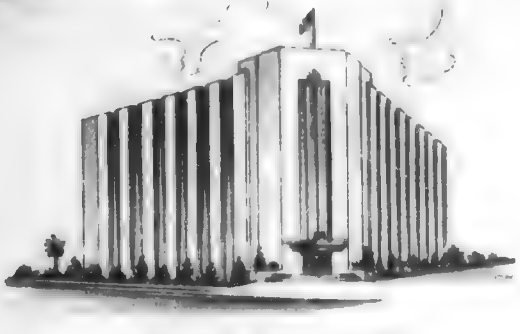
L. E. Snell, Hill and Water Streets, Albany, had a contract, No. 3153, for painting this bridge and it may have been their painting operations which damaged your client's car.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mi



HOME OFFICE - LOS ANGELES CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE

FARMERS INSURANCE GROUP
EUGENE CLAIMS OFFICE
205 IOOF Building 87 East Broadway
Eugene, Oregon

January 23, 1950

Snell
3153

State of Oregon
Oregon State Highway Commission
Salem, Oregon

Re: Howard V. Evans
Loss of 8/28/49

Gentlemen:

On August 28, 1949, our insured, above-named, was operating his 1949 Plymouth four-door sedan across the Yaquina Bay Bridge at Newport, Oregon, when some painters, who were spraying the bridge, splattered paint on Mr. Evans's automobile. It was as necessary, as a result, to refinish the automobile.

Will you kindly advise us the name and address of the contractor who was painting the bridge, in order that we may proceed against him for the damages to Mr. Evans's automobile.

Very truly yours,

R C Turner
R. C. Turner
Property Damage Section

RCT:fk

RECEIVED
JAN 24 1950
OREGON
STATE HIGHWAY COMMISSION

AUTOMOBILE – TRUCK – FIRE – PUBLIC LIABILITY – CARGO
WORKMEN'S COMPENSATION – PERSONAL ACCIDENT – GEN. LIABILITY

RECEIVED
12 1950
FOR FILING

21-4219

3153

Mrs Lewis

January 9, 1950

David A. Lewis, Assistant Manager
Portland Branch Office
New York Casualty Company
725 Yeon Building
Portland 4, Oregon

Dear Mr. Lewis:

Attached is a copy of a claim received by us from the Secretary of State. This claim was filed with the Secretary of State by the State Unemployment Compensation Commission against L. E. Snell in the amount of $362.20 for unpaid contributions and interest due the Compensation Commission for the period from April 1, 1949 through December 31, 1949.

This claim is in connection with our Contract 3153 with Mr. Snell for painting the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.

This information is provided as the New York Casualty Company appears as surety on the bond executed in connection with Contract 3153.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Stuart-Cleaver Agency
106 West Second Street
Albany, Oregon

Mr. L. E. Snell
Hill and Water Streets
Albany, Oregon

NOTED ON CARD
1-9-50 gl

COPY

STATE OF OREGON
1859

STATE UNEMPLOYMENT COMPENSATION COMMISSION
UNEMPLOYMENT COMPENSATION LAW

T. Morris Dunne, Chairman
L. O. Arens
Paul E. Gurske
Commissioners

SALEM, OREGON

Address all Communications to the Commission and

January 5, 1950

In Reply Refer To

CMJ: 13246

To Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given that the State Unemployment Compensation Commission has a claim in the sum of Three Hundred Sixty-Two and 20/100 ($362.20) Dollars, against Lawrence Earl Snell, an individual, doing business as L. E. Snell Co., and New York Casualty Company, his bondsman,

Such claim is based on contributions and interest due the State Unemployment Compensation Commission on account of labor performed for the said Lawrence Earl Snell, for the period of from April 1, 1949, through December 31, 1949, under State of Oregon Highway Contract #3153 for the painting of Yaquina Bay Bridge, Oregon Coast Highway, Newport, Lincoln County, Oregon

Dated at Salem, Oregon this 5th day of January, 1950.

STATE UNEMPLOYMENT COMPENSATION COMMISSION

(SEAL)

BY S. GAISER
Administrator

OREGON STATE EMPLOYMENT SERVICE
Affiliated with
United States Employment Service

FOR QUALIFIED WORKERS CALL THE OREGON STATE EMPLOYMENT SERVICE

ENDORSED:
File number 3195
Filed January 6, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

21-4219

3153

Mrs Lewis

January 9, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 6 to which was attached three copies of a claim filed by the State Unemployment Compensation Commission against L. E. Snell in the amount of $362.20.

This claim is in connection with our Contract 3153 for painting the Yaquina Bay Bridge and bears your file No. 3195.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-9-50 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 6, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by State Unemployment Compensation Commission, for labor performed in the sum of $362.20, against the bond taken from Lawrence Earl Snell, dba L. E. Snell Company, principal and the New York Casualty Company, surety for the work on the Yaquina Bay Bridge, Oregon Coast Highway, Newport, Lincoln County, Oregon, State Highway contract number 3153, our file number 3195.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
JAN 9 1950
OREGON
STATE HIGHWAY COMMISSION

[illegible]
1-9-50, g.l

RECEIVED
DEC 14 1949
FOR FILING

21-4219
3153

December 13, 1949

David A. Lewis, Assistant Manager
Portland Branch Office, New York Casualty Co.
725 Yeon Building
Portland 4, Oregon

Dear Mr. Lewis:

The New York Casualty Company appears as the surety on the bond furnished by L. E. Snell & Co. in connection with the contract awarded to them for painting the Yaquina Bay Bridge on the Oregon Coast Highway, Lincoln County, Oregon, State Highway Commission Contract No. 3153.

This Commission is now in receipt of a communication from Chas. P. Moore, President of The National Security Bank, Toledo, Oregon, advising that he has a claim against Mr. Snell for damage that occurred to his automobile, which he alleges was sprayed with paint during the progress of the contract. The claim was in the amount of $36, which Mr. Moore states he is unable to collect from the contractor.

This information is given you pursuant to our long established practice of notifying sureties of claims that are filed against highway contracts.

Very truly yours,

Secretary,
OREGON STATE HIGHWAY COMMISSION

MBG:fm

cc - Stuart-Cleaver Agency
106 West Second Street
Albany, Oregon

P.S.
A copy of the above letter was made and mailed to the contractor on 12/14.

[illegible]

12-15-49 SC

3153

December 13, 1949

Chas. P. Moore, President
The National Security Bank
Toledo, Oregon

REFERRED TO Mr. Lewis
BY SECRETARY

Dear Mr. Moore:

This acknowledges your letter of December 10, 1949, regarding your claim against L. E. Snell & Co., for damages to your automobile, which, you state, was sprayed with paint during the process of painting the Yaquina Bay Bridge by L. E. Snell Company.

In connection with this job, L. E. Snell Company furnished the bond to guarantee satisfactory completion of the project, and for protection of claims arising out of it. This bond was written by the New York Casualty Company, for whom Stuart-Cleaver Agency is local agent, with offices at 106 West Second Street, Albany, Oregon.

If it is necessary for you to take action against this bond, I suggest that you do so in conformity with legal procedure, as outlined in the attached excerpts from the Oregon Laws covering such matters.

In conformity with our usual practise, I am bringing your claim to the attention of the bonding company for its information. The contract referred to is State Highway Contract 3153, and is described as "Painting the Yaquina Bay Bridge on the Oregon Coast Highway, Lincoln County".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts
Enc.

NOTED ON CARD

12-13-49 jc

THE NATIONAL SECURITY BANK
OF TOLEDO

TOLEDO, OREGON

, December 10, 1949

State Highway Commission
Salem, Oregon

Gentlemen:

I have written several letters to L. E. Snell and Co., of Albany in connection with some damage done to my automobile, and so far have been unable to get any settlement or reply to my letters.

It is quite natural that they are under a bond in connection with matters of this kind, and I would be glad to have you look into this matter as soon as convenient and advise the writer.

I am enclosing to you, copies of several letters which I have written and received in connection with this matter.

Yours very truly,

Chas P Moore

Chas. P. Moore
President

end:

CPM:HP

NOTE TO New York Cas Co
DATE 12/13

RECEIVED
DEC 12 1949
OREGON
STATE HIGHWAY COMMISSION

3153

ERED

NOTED ON CARD
12-13-49 gc

COPY

September 17, 1949

L. E. Snell Company
Albany, Oregon

Gentlemen:

In connection with your contract in painting the highway bridge at Newport, Oregon, I wish to state that on two occasions your spray paint was sprayed on my automobile while passing on the highway, and which took on each occasion, $18.00 to have the paint removed and the finish brought back to the natural condition, which totals $36.00.

I presume you are under a bond in the connection; therefor I would be pleased to have you mail me a check to cover this expense as soon as convenient and oblige.

Yours very truly,

Chas. P. Moore
President

RECEIVED
[illegible]

Harlow L. Weinrick
Attorney at Law
Albany, Oregon

October 10, 1949

Chas. P. Moore
National Security Bank
Toledo, Oregon

Dear Sir:

Re: L. E. Snell Co.

L. E. Snell Co. has referred to us your recent letter claiming damages by reason of paint spray on your car alledgedly in the painting of the Yaquina Bay Bridge. The Snell Co. does not, at this time, deny your claim, however, it is felt that some more adequate proof should be submitted because the Snell employes were instructed to stop traffic at any time that the paint spraying operations were at the lower stages whereby cars might be affected, and, furthermore that there were, at the same time, two other bridges in the same vicinity being painted by other contractors with the same color paint.

Copy

If you can, therefore, submit sufficient further evidence as would ~~indicate~~ indicate liability of the Snell Co. I would be glad to discuss it with him further.

Very truly yours,

Harlow L. Weinrick

Newport, Oregon
October 19, 1949

Harlow L. Weinrick
Attorney at Law
Albany, Oregon

Dear Sir:

C. P. Moore from Toledo has asked me to write to you in connection with the occasion where paint was sprayed on his automobile.

I am confident that the spray has come from the painters work on the Newport bridge. On account of this I have had the refinishing job on two different occasions on this particular car he refers to.

Yours truly,

S. T. Breedlove

COPY

RECEIVED
DEC 12 [illegible]
OREGON
STATE HIGHWAY COMMISSION

October 19, 1949

Harlow L. Weinrick
Attorney at Law
Albany, Oregon

Dear Mr. Weinrick:

In as much as I have worked on the paint jobs on C. P. Moore's car and also serviced the cars, I have found that the paint job was sprayed with the same paint they were painting the Newport bridge with.

There were numerous complaints that came in which I am confident were done by the sprayers on the bridge, as the people who complained were travelling on the coast highway.

I think Mr. Moore is entitled to the amount of refinishing his automobile.

Very truly Yours,

COPY

RECEIVED
DEC 12 1949
OREGON
STATE HIGHWAY COMMISSION

October 20, 1949

Harlow L. Weinrick
Attorney at Law
Albany, Oregon

Dear Mr. Weinrick:

Re: L. E. Snell Co.

In answer to your letter of the 10th, I wish to say that I have talked to the parties over at Newport who are familiar with the painting job and who work on my automobile, and they stated they would write you in connection with this matter.

I want to say however, that there have been numerous complaints in connection with the paint jobs from spraying paint, while perhaps very few have realized where the damage was coming from.

You intimate however, that the spray paint that was on my car could have been from some other paint job, and I want to state at this time, that the trips I make in connection with business, are between Toledo and Waldport, and that is the only bridge that was being painted at the times I refer to, and the paint could not have gotten on the car from any other source.

I might be well to advise you at this time, that there was another witness in the car at both times the paint was sprayed upon the automobile.

I trust that the company will reimburse me to the amount mentioned, without further controversy.

Yours very truly,

Chas. P. Moore
President

COPY

RECEIVED
DEC 13 1949
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
NOV 15 1949
FOR FILING

21-4219
5153

November 15, 1949

New York Casualty Co.
David A. Lewis, Ass't. Manager
Portland Branch Office
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 3153, for painting the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County, has been completed by the contractor, L. E. Snell, and that final payment in the amount of $3,220.00 will be made on or after November 25, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $28,000.00, and that no force account work was performed on the project. This contract was completed on October 13 and accepted by the Commission on November 8, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

ORREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Stuart-Cleaver Agency
106 West 2nd St.
Albany, Oregon

NOTED ON CARD
11-15-49, gl

RECEIVED
OCT 10 1949
FOR FILING

Mr. Lewis

21-4219
3153

October 7, 1949

New York Casualty Company
Portland Branch Office
725 Yeon Building
Portland 4, Oregon

Attention: David A. Lewis, Assistant Manager

Gentlemen:

This is to advise that we have received from the Circuit Court of the State of Oregon for the County of Linn, Order of Dismissal, Order to Release and Motion for Order of Dismissal, all bearing No. 22572 by the Credit Service Company, plaintiff, vs. L. E. Small. This has to do with the Writ of Attachment No. 22572 filed with this office on September 22, 1949, by the Credit Service Company against L. E. Small. The dismissal and release order state that parties concerned have settled their differences. This is the claim of which you were notified on September 22nd as it may have pertained to our Contract 3153 with L. E. Small for painting the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.

This information is provided as the New York Casualty Company appears as surety on the bond executed in connection with Contract 3153.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - New York Casualty Company
100 Broadway
New York 5, New York

Stuart Cleaver Agency
106 West 2nd Street
Albany, Oregon

Mr. L. E. Small
Hill and Water Streets
Albany, Oregon

NOTED ON CARD
10-7-49

Mr. Glaisyer

This in regard to
Snell's contract 3153
Ext 3

aaw

REFERRED TO

Smith

J. H. [illegible]ke, Chief Accountant

REFERRED TO

[illegible]

BY SECRETARY

Ans. per phone
mess. [illegible] by
Mrs [illegible]

HMJr

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINN

CREDIT SERVICE COMPANY,
a corporation,
Plaintiff,

vs.

L. E. SNELL, an individual
doing business as L. E.
SNELL PLUMBING CO.,
Defendant.

No. 22572

ORDER OF DISMISSAL

Based upon the motion of Francis J. Krause, of attorneys for plaintiff, and it appearing that the parties to the within action have amicably settled their differences and adjusted all the rights between them, and the Court being fully advised in the premises:

NOW, THEREFORE, IT IS ORDERED that the within action be and the same hereby is dismissed with prejudice, and

IT IS THE FURTHER ORDER OF THIS COURT that the Attachment filed herein against property of the defendant, and upon which the Sheriff of Marion County has made a return to the Clerk of the within Court, a more particular description of which is on file herein, be and the same hereby is released.

FRED McHENRY
JUDGE

Dated this 4th day of October, 1949.

ENDORSED:
Filed Oct 4, 1949
R. M. Russell, Clerk
By Geo. Magart, Deputy

Served 4:00 PM
Oct. 4, 1949

CONT 3153

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINN

CREDIT SERVICE COMPANY, a corporation, Plaintiff, vs. L. E. SNELL, an individual doing business as L. E. SNELL PLUMBING CO., Defendant.	No. 22572 ORDER TO RELEASE

TO: OREGON STATE HIGHWAY COMMISSION

By order of Francis J. Krause you are hereby directed to release all money and property Garnisheed, Attached or Levied upon in the above entitled case and held by you as Garnishee, by virtue of a copy of Writ of Attachment and notice of Garnishment served upon you in the above entitled cause and Court.

To R. M. RUSSELL,
CLERK OF THE CIRCUIT COURT:

Plaintiff hereby requests that you issue the within release. In the event the garnishee pays the money covered by this release to you before a service of the order of release, you are authorized to pay such money to the defendant.

Francis J. Krause
~~(Sgd) FRANCIS J. KRAUSE~~
Attorney for Plaintiff

R. M. RUSSELL,
CIRCUIT COURT CLERK

By GEO. MAGART
Deputy

ENDORSED:
Filed Oct 4, 1949
R. M. Russell, Clerk
By Geo. Magart, Deputy

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINN

CREDIT SERVICE COMPANY,
a corporation,
Plaintiff,

vs.

L. E. SNELL, an individual
doing business as L. E.
SNELL PLUMBING CO.,
Defendant.

No. 22572

MOTION FOR ORDER OF DISMISSAL

Whereas, the above entitled action has heretofore been regularly instituted in the above entitled Court, and

Whereas, it appearing to the Court that the parties to the within action have amicably settled their differences and have adjusted all the rights between them, and the Court being fully advised in the premises, and

Whereas, a Writ of Attachment was issued by the Clerk of the within Court directed to the Sheriff of Marion County, and that said Writ was executed by said Sheriff of Marion County by service Notice of Garnishment on the Oregon State Highway Commission, and that said Oregon State Highway Commission made a return on said Notice of Garnishment that certain moneys were due the defendant, and that the Sheriff of Marion County thereafter made a return to the Clerk of the within Court wherein a more particular description of the moneys held under garnishment was made;

Therefore, comes now Francis J. Krause, of attorneys for plaintiff, and moves the Court for an order dismissing the within action with prejudice and releasing said Attachment.

DATED this third day of October, 1949.

Francis J. Krause
(Sgd) FRANCIS J. KRAUSE
Of Attorneys for Plaintiff

ENDORSED:
Filed Oct. 4, 1949
R. M. Russell, Clerk
By Geo. Magart, Deputy

CLERK'S CERTIFICATE

STATE OF OREGON,
COUNTY OF LINN. } ss.

I, R. M. Russell, County Clerk of Linn County, Oregon, and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for Linn County, do hereby certify that the foregoing and attached copy of Motion for Order of Dismissal, Order to Release, Order of Dismissal.

has been by me compared with the original Motion for Order of Dismissal, Order to Release, Order of Dismissal. In the Case of Credit Service Company, a copporation, Plaintiff vs. L. E. Snell, etc.

now on file and of record in my office and that it is a true, full and correct copy, and transcript therefrom and of the whole thereof of such original Motion for Order of Dismissal, Order to Release, Order of Dismissal.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Circuit Court this 4th day of October, 1949.

R. M. Russell, Clerk

By GW. Magart, Deputy

RECEIVED
SEP 28 1949
FOR FILING

21-4219

3153

September 28, 1949

Mr. Charles F. Bowers
Pittock Block
Portland 5, Oregon

Dear Mr. Bowers:

We have your letter of September 26th inquiring as to the identity of the contractor who painted the Yaquina Bay Bridge just south of Newport in August of this year.

We have a contract, No. 3153, with L. E. Snell for painting this bridge. His address is Hill and Water Streets, Albany, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mc

Telephone ATwater 2112

CHARLES F. BOWERS
Insurance Adjuster
PITTOCK BLOCK
PORTLAND 5, OREGON

L. E. Small
3153

September 26, 1949

State Highway Department
Salem,
Oregon

Gentlemen:

Will you please be good enough to advise the name of the contractor who painted the Yaquinna Bay Bridge, 1/2 mile South of Newport, Oregon about August 19, 1949?

Very truly yours,
Charles F. Bowers
Adjuster

CFB/a

Query
prepare reply

RECEIVED

RECEIVED

FOR FILING

21-4219

3153

[illegible] Lewis

September 27, 1949

New York Casualty Company
Portland Branch Office
725 Yeon Building
Portland 4, Oregon

Attention: David A. Lewis, Assistant Manager

Gentlemen:

This is to advise that on September 22nd the writ of attachment, No. 22972, was filed with this office by the Credit Service Company of Pittock Block, Portland, in the amount of $933.28 with interest at 6% from May 11, 1949. The attachment does not state for what was incurred, but it may be in connection with our Contract No. 3153 for painting the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County, which contract is held by L. E. Small.

This information is provided as the New York Casualty Company appears as surety on the bond executed in connection with Contract 3153.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - New York Casualty Company
100 Broadway
New York 5, New York

Stuart-Cleaver Agency
106 West 2nd Street
Albany, Oregon

Mr. L. E. Small
Hill and Water Streets
Albany, Oregon

NOTED ON CARD

9-27-49 gl

RECEIVED
OCT 7 1949
FOR FILING

21-4219

3153

Mrs-Lewis

September 27, 1949

Credit Service Company
Pittock Block
Portland, Oregon

Gentlemen:

This is to acknowledge receipt of a writ of attachment No. 22572 in the amount of $933.28 with interest at 6% from April 11, 1949, filed with this office against L. E. Snell doing business under the firm name of L. E. Snell Plumbing Company.

This attachment will be recorded in our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD

9-27-49 gc

3153

FORM E-20 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1949

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

With respect to the writ of attachment which has been served against our contractor, L. E. Snell, doing business under the firm name and style of L. E. Snell Plumbing Company, this is to advise you that present monies earned and unpaid under the contract are not to be withheld from the contractor. The attachment, I am advised, is for a claim unrelated to this job, and, therefore, monies earned under the contract are not subject to the attachment until the job has been completed. Then if there are profits over and above all legitimate debts and liabilities incurred in the performance of the work, such profits will become liable to the attachment.

I recommend that when you are ready to make final payment you let me know so that I can give further advice.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH
cc - G. S. Paxson

NOTED ON CARD
9-26-49 gC

Jenny
note on card.
let me know when final is
ready to be paid.

RECEIVED
SEP 26 1949
FOR FILING

FORM E-30 20M 1-49 29023

21-4219

3153

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1949

SUBJECT:

To: H. B. Glaisyer

Secretary

Dear Mr. Glaisyer:

I have just read the carbon copy of Mr. Paxson's letter to Mr. Williams relative to an attachment which has been made in connection with contract 3153.

I haven't yet seen the attachment papers and do not know whether they have been transferred to this office. However, I want a chance to examine them because the attachment may be for a debt unrelated to this job, and if that is true we want to protect the monies earned so that they will be available to the job and the job only until it is done.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH

Floyd
What did Devers have to say about this attachment?

Hadie would contact the party making the attachment to find out what it was for. Attachment did not state!
F Query

RECEIVED
SEP 29 1949
FOR FILING
FORM E-30 ... 1-48 ...

21-4219

3153

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1949

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The Marion County sheriff's office served the attached Writ of Attachment on me this morning, having to do with our contract 3153 with L. E. Snell for painting of the Yaquina Bay Bridge. I phoned Mr. Maison and advised him of this service and suggested that any payments that might now be made Mr. Snell be withheld until Mr. Glaisyer and Mr. Devers passed on this attachment. The Writ of Attachment is attached hereto.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

cc J. M. Devers
H. B. Glaisyer
M. H. Hawke

Mr Williams: I am following
you being gone. I have the
up on this.
attachment.
MHH

RECEIVED
JUN 7 1949
FOR FILING

21-4219

3153

June 7, 1949

Mr. L. E. Snell
Hill and Water Streets
Albany, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3153, which was awarded to you on May 16, 1949 by the State Highway Commission, covering painging of the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 19 1949
FOR FILING

51-42.7

3153

May 18, 1949

Mr. L. E. Snell
1006 Water Street
Albany, Oregon

Dear Sir:

The State Highway Commission on May 16 awarded you the contract for painting all structural steel in the center arch span of the bridge over Yaquina Bay in Newport in Lincoln County. This award was based on your low bid of $28,000, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. H. Probert
G. S. Paxson

322-1703 Harrisburg Grading & Oil Mat 1949
Surfacing Proj., 2nd St.
#3154

RECEIVED
SEP 14 1949
FOR FILING

322-1703
3154

September 13, 1949

American Casualty Company
607 Washington St.
Reading, Pa.

Gentlemen:

Please be advised that State Highway Contract No. 3154, for grading and surfacing on the Harrisburg (2nd St.) Section in Linn County, has been completed by the contractor, Acme Construction Co., and that final payment in the amount of $500.00 will be made on or after September 23, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $10,869.59, and that no force account work was performed on the project. This contract was completed on August 11 and accepted by the Highway Commission on August 19, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc: Eugene Insurance Agency
27 East Broadway
Eugene, Oregon

NOTED ON CARD

9-13-49

RECEIVED
AUG 30 1949
FOR FILING

322-1703

3154

August 29, 1949

American Casualty Co.
607 Washington St.
Reading, Pa.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Acme Construction Co., on contract No. 3154, covering grading and surfacing on the Harrisburg (2nd Street) City Streets Section in Linn County. This payment, in the amount of $1,014.68, will be made on or after September 8, 1949. The retained percentage is $500.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Eugene Insurance Agency
27 East Broadway
Eugene, Oregon

NOTED ON CARD

8-29-49

Form A-180—5M—12-48

INVOICE

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

Invoice No. 14574

City of Harrisburg
Harrisburg, Oregon

Date August 23, 1949

Your Req. No.

Billing Request No. CC-9

Credit distribution: 322-1703-299

Cooperative City Projects

City share of costs for street work	$4,700.00

To be paid by assignment from future
State Tax Street Fund allocations

NOTED
J. W. CATTRALL

RECEIVED
AUG 24 1949
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $
By DBZ

State Printing Dept. 27944

Form E-1—6M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 13, 1949

Section Harrisburg (2nd. St.)

Kind of work Grading & Oil Mat Surfacing

Highway City Streets

Section prefix 322-1703

Contractor Acme Construction Co.

Contract number 3154

Date of Contract May 16, 1949

Date of completion August 31, 1949

Date work started June 30, 1949

Estimated date of completion August 11, 1949

Amount of contract $ 10,491.25

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 10,910.90

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 700, 6.8 %

Date project was completed 8/11/49, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Oiling work was completed on this project onT Tuesday. The contractor completed all work on Thursday. Final records are now being completed and will be turned in next week.

Signed Res. Engr.

Address Box 100, Route 1, Albany, Oregon.

NOTED
E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.26			0.26	
Miles partially completed					
Miles completed	"			"	
Total estimated quantities	1,500	1,910			
Estimated quantities moved or placed to date	"	"			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		6			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ......1......, Power graders ....1.., Rollers .....1......, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., oiler . ..., 3 Trucks ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Cloudy		
Saturday	Fair		

RECEIVED
AUG 15 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 14
FOR FILING

322-4003

3154

June 13, 1949

Acme Construction Co.
733 Olive Street
Eugene, Oregon

Gentlemen:

We are sending you today a fully executed copy of Contract No. 3154 which was awarded to you on May 16, 1949 by the State Highway Commission covering Grading and Oil Mat Surfacing in Harrisburg (2nd St.) in Linn County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm
encl. 1

RECEIVED
MAY 26 1949
FOR FILING

322-4003

3154.

5

May 25, 1949
Salem, Oregon

Mr. S. H. Probert
Office

Attached is a copy of an option for cooperative construction project in the City of Harrisburg, particularly covering improvement of Second Street from Pacific Highway East to Macy Street, a distance of approximately 0.25 miles.

The original copy of this option has been retained in Mr. Glaisyer's office for the Commission's files, and a copy has been mailed to the City Recorder of Harrisburg, and one copy to the Secretary of State.

L. H. Warfield
Staff Engineer

LHW/sd
cc: [illegible] Mason
John Cattrall

$250,000 Allocation
(1949)

OPTION FOR COOPERATIVE CONSTRUCTION PROJECT

(City of Harrisburg)

In consideration of the preliminary plans, surveys and studies by the State of Oregon, by and through its State Highway Commission (hereinafter referred to as "State"), relating to the improvement, construction, reconstruction, maintenance or repair of the following described street or streets,

Second Street from Pacific Highway East to Macy Street, a distance of approximately 0.26 miles

all being within the corporate limits of the City of Harrisburg, and in further consideration of the benefits and advantages which the governing body of the City of Harrisburg feels will enure to the City (hereinafter referred to as "City"), should a project be undertaken for the construction and improvement of said streets, and as an inducement for the State to allocate to City, funds from the $250,000 appropriation under the provisions of Chapter 425, Oregon Laws 1947, City does hereby offer to State, and if the State should accept the within offer, agrees to cooperate in a project for the improvement, construction or repair of said streets on the following terms and conditions:

1. PROJECT: The proposed project is set forth on the city map attached hereto and by this reference made a part hereof, and shall consist of the following:

Grading and drainage
Install necessary storm sewer
Install necessary catch basins
Place gravel surfacing
Place oil mat 22' wide

2. RIGHT OF WAY AND EASEMENTS: City will provide, without cost to State, all necessary or proper rights of way and easements for the project.

3. UTILITIES, RELOCATION: City shall, at its sole cost, relocate or reconstruct, or cause to be relocated or reconstructed, all water, sewer, gas, electric or other utility conduits or poles now within the highways or streets, in conformity with the proposed plans and ultimate requirements of the project.

4. CONSTRUCTION: State shall, when in its judgment the public interest would be best served thereby, by contract, or other means, in its discretion, construct or reconstruct the said streets. Upon the completion of the project, the City shall assume the maintenance of the streets. It is recognized by City that the State's participation in the project is as a means of aiding the City, and shall, in no manner, be construed as an assumption of jurisdiction over said streets, or an assumption of maintenance thereof.

5. COMMENCEMENT AND DESIGN: The date upon which the construction of the project shall commence, the design of the streets, and all other construction details shall be committed exclusively to the jurisdiction, discretion and judgment of the State.

6. APPORTIONMENT OF COSTS OF CONSTRUCTION: The cost of the construction shall be borne by State and City, as follows:

(a) City shall contribute the sum of Four Thousand Seven Hundred and No/100 ($4,700) Dollars as its share of the construction cost.

(b) State shall contribute, as its share of the construction cost, all of the cost of the construction of the project over and above the sum of Four Thousand Seven Hundred and No/100 ($4,700) Dollars contributed by City. It is estimated that the State's share of the construction cost will be Nine Thousand Seven Hundred and No/100 ($9,700) Dollars, but the actual cost, in excess of the said sum contributed by City, shall govern.

7. City agrees that the amount expended by State as the cost of the within project, shall be deemed an allocation and distribution to the City within the meaning of Section 3 of Chapter 425, Oregon Laws 1947.

8. PAYMENT: City shall pay the Four Thousand Seven Hundred and No/100 ($4,700) Dollars from funds to be allocated to it under the terms of Chapter 149, Oregon Laws, 1949. A duly executed copy of this agreement shall be delivered to the Secretary of State and shall constitute his authority to withhold from the City and credit to the State Highway Fund, for the use and benefit of the State Highway Commission, the sum of Four Thousand Seven Hundred and No/100 ($4,700) Dollars. This assignment shall be continuing from future allocations to City until such time as there has been credited to the State, as aforesaid, the said sum of Four Thousand Seven Hundred and No/100 ($4,700) Dollars.

9. City agrees that it will, upon the completion of this agreement, when changes are made in existing street grades, proceed to establish the street grades, as revised, in accordance with the city charter and city ordinances.

10. City agrees, without cost to State, to spread and level or cause to be spread and leveled waste materials which will be hauled by the contractor to the following disposal points:

(a) Monroe Street between 1st and 2nd Streets
(b) Fountain Street between 2nd and 3rd Streets
(c) Fountain Street between 3rd and 4th Streets
(d) Schooling Street between 3rd and 4th Streets

such points being within 1,000 feet of the nearest project limit.

State shall have the irrevocable right to exercise or accept the within offer for a period of sixty (60) days from the date hereof. State may accept the offer herein by the passage of a resolution accepting said offer, and by notice of such resolution given over the signature of its secretary and addressed to the City and its governing body.

Regardless of any act or acts of its officers, agents or employees, State shall be under no obligation to City until such time as it has formally accepted the within offer.

Dated this 27 day of April, 1949.

APPROVED:

J M Devers
Chief Counsel, Oregon State
Highway Commission

CITY OF HARRISBURG,
by its governing officers

By F. L. McEldowney
Acting Mayor

By L. L. Gooding
Recorder

APPROVED:

Assistant State Highway Engineer

Accepted by Oregon State Highway Commission May 16, 1949 (date).

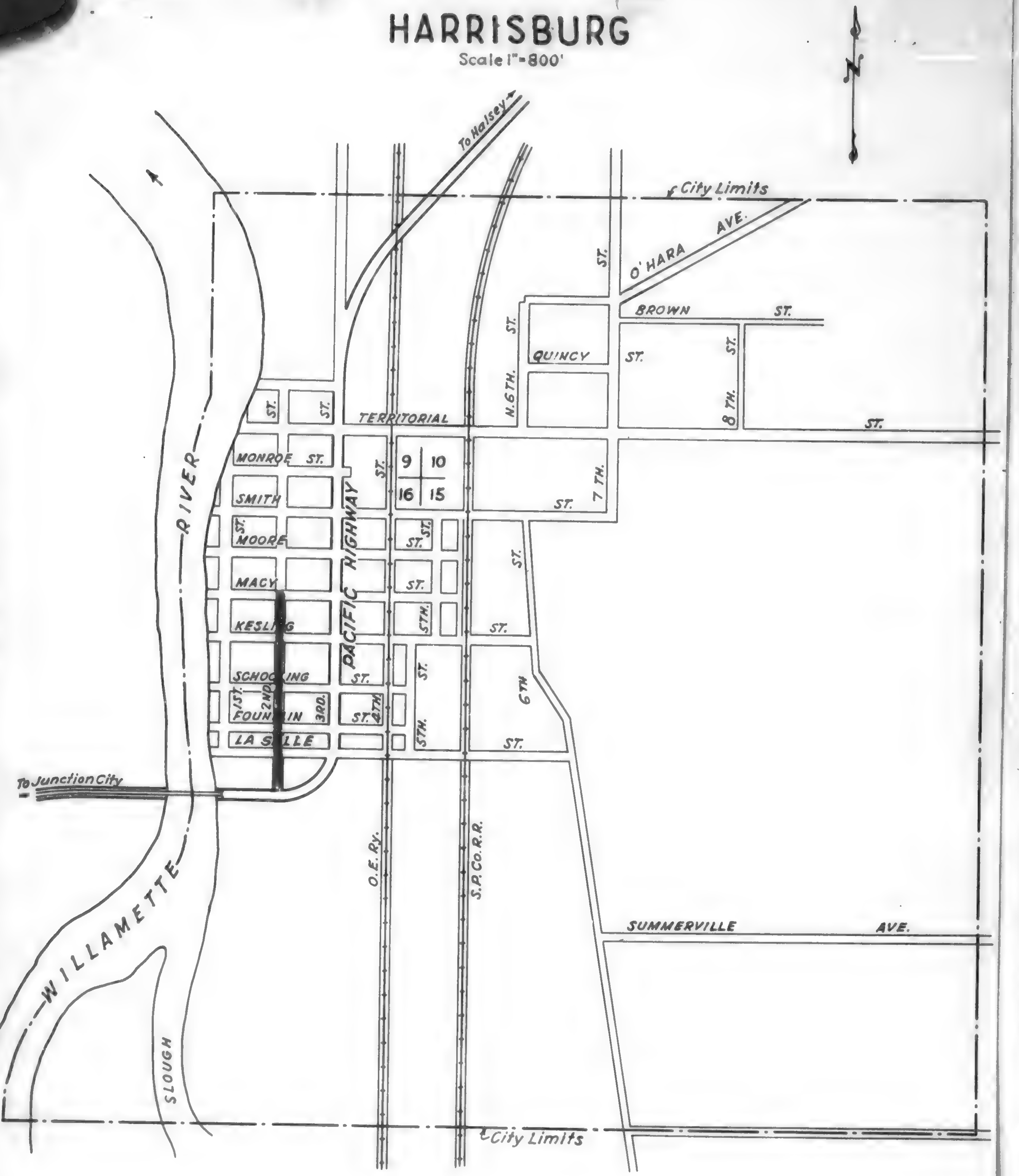
Notice given to City May 24, 1949 (date).

APPROVED BY HIGHWAY COMMISSION
DATE May 16, 1949
Secretary

JFH:[illegible]
4-27-49

HARRISBURG

Scale 1"=800'



Rev. 7-31-'47

RECEIVED
JUL 21 [illegible]
FOR FILING

325-11-63

3154

Salem, Oregon
May 24, 1949

Mr. R.H. Baldock

I hand you herewith, for further handling, four approved copies of an option for cooperative construction project in the City of Harrisburg, particularly covering improvement of Second Street from Pacific Highway East to Macy Street, a distance of approximately 0.26 miles.

The original copy of this option has been retained in this office for the Commission's files, and a copy has also been mailed to the City Recorder of Harrisburg, and one copy to the Secretary of State.

Secretary

rn
attach: 4

May 24, 1949

Mr. L.L. Gooding
City Recorder
Harrisburg, Oregon

Dear Sir:

Enclosed herewith for the City's records and files is an approved copy of the "Option for Cooperative Construction Project" in the City of Harrisburg, particularly covering improvement of Second Street from Pacific Highway East to Macy Street, a distance of approximately 0.26 miles.

This option was approved and accepted by the State Highway Commission at its regular meeting on May 16, 1949. Will you please bring this to the attention of the city council.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
encl. 1

cc - Hon. Lee Stalp, Mayor
City of Harrisburg
Harrisburg, Oregon

Mr. John W. Cattrall

RECEIVED
MAY 20 '49
FOR FILING

322-4003

3154

May 19, 1949

Mr. L. L. Gooding
City Recorder
Harrisburg, Oregon

Dear Sir:

On May 16, the State Highway Commission awarded Contract No. 3154 for the grading and oiling of Second Street in the City of Harrisburg to the Acme Construction Company of Eugene. The contract calls for completion of work to be done not later than August 31, 1949.

Your attention is called to the paragraph in the agreement signed April 27, 1949, which provides that the City shall establish the street grades when revised. Enclosed please find two copies of a description of the center line finished grade and a plan and profile map with the elevations shown in orange. This description may be incorporated into a resolution or ordinance, whichever the City Charter provides.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JFM:MM
Encl.

CITY OF HARRISBURG

SECOND STREET BETWEEN THE PACIFIC HIGHWAY EAST AND MACY STREET

Description of elevation center line finished grade (U.S.G.S. Datum):

Beginning at elevation 319.20, at highway engineer's survey station 0+20, 20' northerly from the center line of Pacific Highway East, where the same is intersected by the center line of Second Street; thence to elevation 311.70, at highway engineer's survey station 3+00, approximately 5' southerly from the center line of La Salle Street, where the same is intersected by the center line of Second Street; thence to elevation 311.69, at the center line of La Salle Street, where the same is intersected by the center line of Second Street; thence to elevation 311.57, at highway engineer's survey station 4+00, approximately 62' southerly from the center line of Fountain Street, where the same is intersected by the center line of Second Street; thence on a 100' vertical grade curve to elevation 311.57, at the center line of Fountain Street, where the same is intersected by the center line of Second Street; thence continuing on a 100' vertical grade curve to elevation 311.66, at highway engineer's survey station 5+00, approximately 28' northerly from the center line of Fountain Street, where the same is intersected by the center line of Second Street; thence to elevation 311.98, at highway engineer's survey station 6+00, approximately 135' southerly from the center line of Schooling Street, where the same is intersected by the center line of Second Street; thence on a 200' vertical grade curve to elevation 312.08, at the center line of Schooling Street, where the same is intersected by the center line of Second Street; thence continuing on a 200' vertical grade curve to elevation 311.90, at highway engineer's survey station 8+00, approximately 65' northerly from the center line of Schooling Street, where the same is intersected by the center line of Second Street; thence to tlevation 311.30, at highway engineer's survey station 9+50, approximately 125' southerly from the center line of Kesling Street, where the same is intersected by the center line of Second Street; thence on a 100' vertical grade curve to elevation 311.10, at highway engineer's survey station 10+50, approximately 25' southerly from the center line of Kesling Street, where the same is intersected by the center line of Second Street; thence to elevation 311.10, at the center line of Kesling Street, where the same is intersected by the center line of Second Street; thence to elevation 311.10, at highway engineer's survey station 12+50, approximately 175' northerly from the center line of Kesling Street, where the same is intersected by the center line of Second Street; thence to elevation 310.77, at highway engineer's survey station 13+82, approximately 307' northerly from the center line of Kesling Street, where the same is intersected by the center line of Second Street.

JFH:MM
5-5-49

RECEIVED
MAY 19 1949
FOR FILING

322-4003

315.4

May 18, 1949

Acme Construction Company
733 Olive Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 16 awarded you the contract for grading, surfacing and oiling on Second Street in Harrisburg in Linn County. This award was based on your low bid of $10,491.25 using asphalt submitted on that date.

Contract forms will be sent to you for execution within a few days.

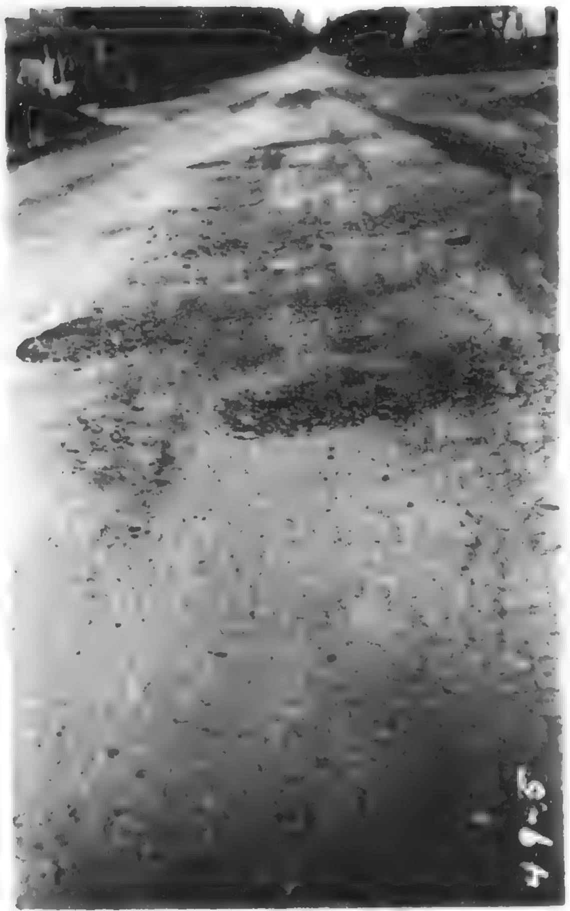
Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

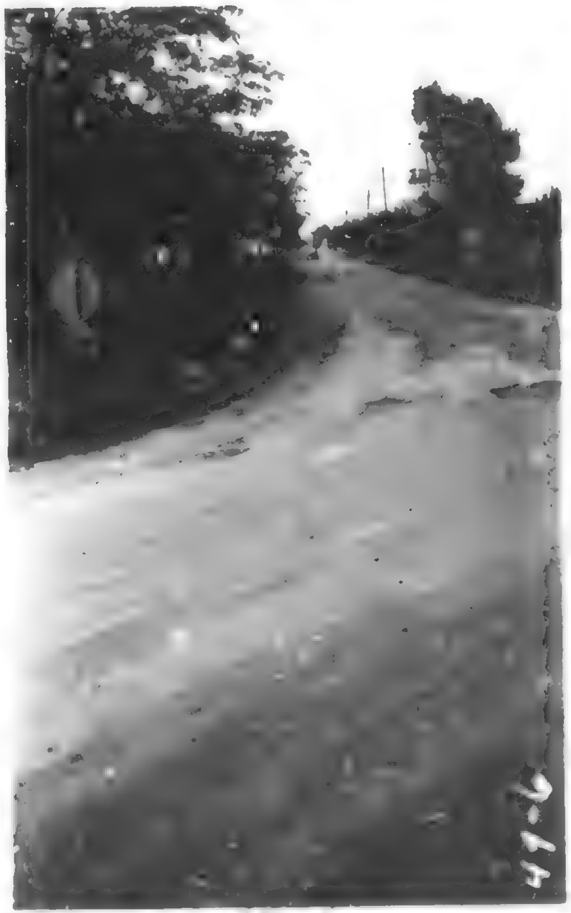
md
cc - S. H. Probert

5-16-49



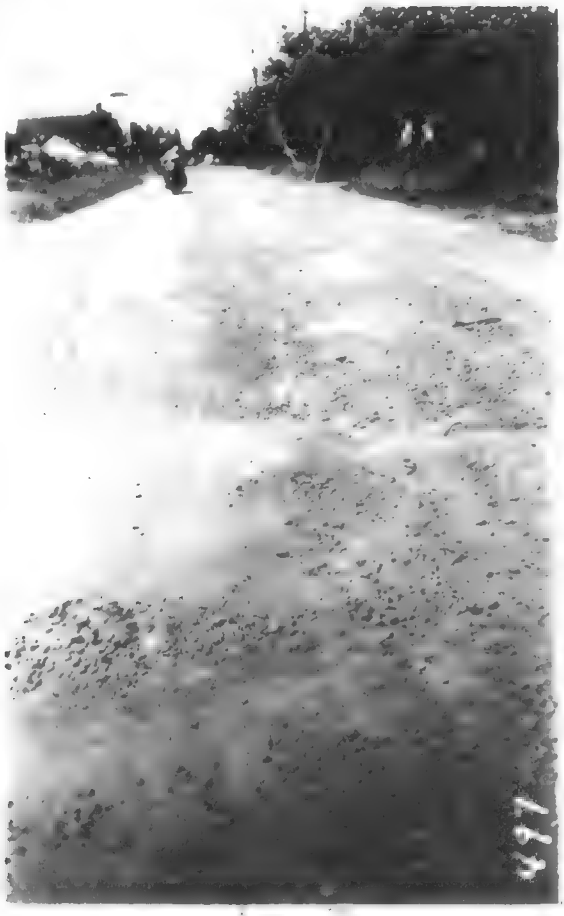
49-5

Harrisburg 5-16-49
2nd at Macy, looking south



49-6

Harrisburg 5-16-49
2nd at [illegible], looking north



49-7

Harrisburg 5-16-49

2nd at Fountain looking north

NOTED
Harold C. Ay

NOTED
FORREST COOPER

RESOLUTION

3-23-49

RECEIVED
MAR 24 1949
ENGINEER
COUNTY & CITY [illegible]

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Harrisburg is an incorporated city of the State of Oregon, and has a population of 860, as given by the latest official census, and

WHEREAS, the following streets of said city, West 100 yards of O'Hara Avenue, Seventh street from O'Hara Ave. to Territorial street and Territorial street from Seventh street to Third street

____

____

____

____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: ________

West 100 yards of O'Hara Ave.

Seventh street from O'Hara Ave. to Territorial street and

Territorial street from Seventh street to Third street

____

____

____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Harrisburg does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 23rd day of March, 1949.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

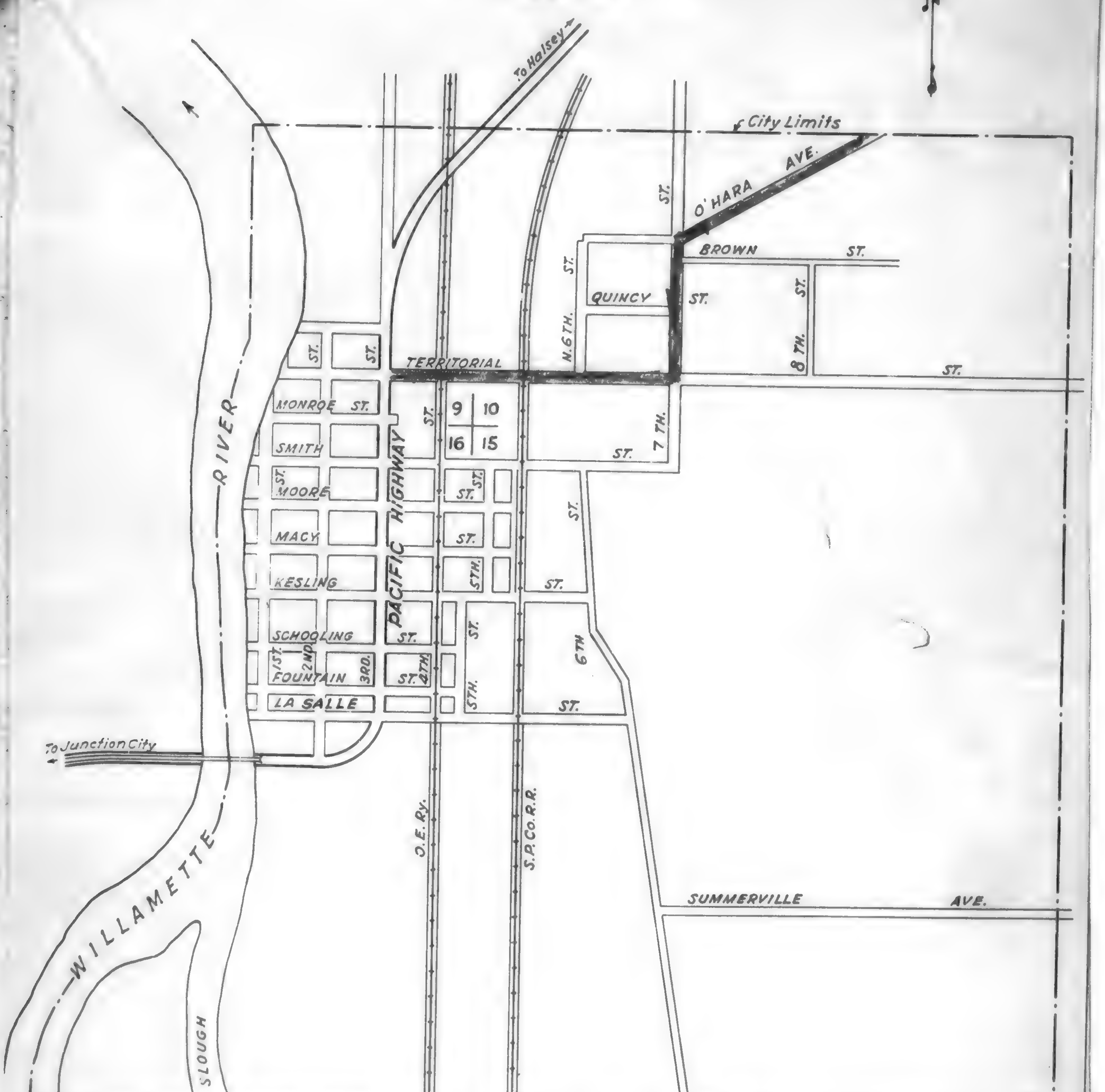
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Harrisburg at a regular or special meeting of said council, held on the 23rd day of March, 1949 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 23rd day of March, 1949

L. L. Gooding
City Recorder

HARRISBURG

Scale 1"=800'



Red only

also Blue if possible

Rev. 7-31-'47

OFFICERS
Mayor, Lee Stalp
Recorder, L. L. Gooding
Treasurer, Ina Kirschman
Marshal, John C. Kahey
Fire Chief, R. E. Douglas

City of Harrisburg

Harrisburg, Oregon

COUNCILMEN
F. S. McEldowney
C. M. Stone
Roscoe Hurd
Lloyd A. Gilbert
J. Earl Moore
Floyd L. Wade

RECEIVED
MAR 1 1 1949
ENGINEER
COUNTY & CITY RELATIONS

REFERRED TO Cooper BY SECRETARY

3-10-1949

State Highway Commission,

Salem,Oregon.

Gentlemen: A few days ago the City of Harrisburg signed a contract with you to improve Second street from Highway #99E north to Kessling street to be paid out of the special fund alloted to this city.

I have been instructed by the Council to ask if you can arrange to improve the block from Kessling street to Macy street on Second street while doing the other work. The city to pay for the extra block.

An early reply will be appreciated.

Yours very truly,

L. L. Gooding
Recorder

RECEIVED
MAR 1 [illegible]
[illegible]
[illegible] COMMISSION

3-6-49.

Harrisburg
2nd Street
Pacific Highway to Macy Street
Data for Cooperative agreement.

Preliminary Engineering Estimate	$13,360.
State Share	$9,600.
City share	$3,760.

City desires to have their cost taken from 1949 State Street Tax funds.

City also.

Excess excavated material will be wasted on nearby city streets at the direction of the engineer. All such points of disposal of waste material should be within a distance of 1000 of the nearest project limit

The city to take care of spreading and leveling wasted material to the proper grade.

City Share of cost based on.

Drainage	$1450.00
Total Cost of Construction of one block Keasling Street to Macy St.	2310.00
	$3760.00

Harrisburg

Preliminary Estimate - Deryl Rohrbaugh

Items	Approx quant	Unit Price -	total
① Removal of walks	55 sq yds	1^{00}	55.00
② Excav. general unclass.	1580 cu yds	1^{60}	2528.00
③ Gravel base 3"-0	1470 " "	2^{00}	2940.00
④ 3/4"-0 Crushed	375	3^{00}	1125.00
⑤ 12" Conc Pipe	39	2^{25}	87.75
⑥ 6" Sewer	180	1^{40}	252.00
⑦ 8" "	600	1^{50}	900.00
⑧ Struct exc	235	2^{75}	646.25
⑨ Catch basins	9	80^{00}	720.00
⑩ Sprinkling	50	4^{00}	200.00
⑪ Prep of base	0.26	1000.00	260.00
⑫ Fur & Place aggr.	225	4.50	1012.50
⑬ Fur & Place 151-200 "	24	50.00	1200.00
			$11,926.50
		10%	1192.65
		Prel Eng	240.00
			$13,360.00

14,400
9600
4,800

Drainage Items

Structural Excavation -	$690.00	
8" Sewer pipe.	405.00	
10" Sewer pipe	1120.00	
Catch basins	640.00	
Manholes	400.00	
		$3255.00

Street Work - Mary to Kessling.

General Excavation	736.00	
Walk removal	27.00	
3"-o base	570.00	
3/4"-o Resurfacing	255.00	
Sprinkle	24.00	
Preparation of base	50.00	
Furnish & place Oil rock	225.00	
Furnish & place asphalt.	300.00	
		$2187.00
		$5442.00
Less		742.00
		$4700.00

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

Cost Estimate Kesling - Macy St.
(11+00 to 13+82)

Item	Net Quant	Allow	Gross Q	Unit Price	Total
1 Removal of Walks			30	1.00	30.00
② Excavation	418	42	460	1.60	736.00
③ Gravel Base 3"-0	276	27	303	2.00	606.00
④ 3/4"-0 Crushed Gravel Level Course & Shoulder	68	8	76	3.00	228.00
5			0		
6			0		
7			0		
8			0		
9			0		
10 Sprinkle			10	4.00	40.00
11 Prep Base			0.053	1000.00	53.00
12 Furnish & Place Cgg	42	3	45	4.50	202.50
13 " " 151-200 Hsp	4.4	4	4.8	50.00	240.00
			Est Cost		2135.50
			10%		213.55
					2349.05

Harrisburg
Preliminary Engineering estimate

2nd St.
Pacific Highway to Macy Street

Item	quant.	unit price	total
①. Removal of walks	55 sq yds.	1^{00}	55.00
② Exc. general unclassif.d	1580 Cubic yds.	1^{60}	2528.00
③ 3"-0 gravel base	1470 " "	2^{00}	2940.00
④ 3/4"-0 crushed base shoulder	375 " "	3^{00}	1125.00
⑤ 12" concrete pipe	39 lin ft.	2^{25}	87.75
⑥ 6" Sewer pipe	180 "	1^{40}	252.00
⑦ 8" " "	600 " "	1^{50}	900.00
⑧ Struct. exc.	235 Cu yds	2^{75}	646.25
⑨ Catch basins	9 ea	80.00	720.00
0. Sprinkle	50 mg	4^{00}	200.00
1 Prep of base	0.26 mile	1000.	260.00
2 Furnish & place aggregate	225 Cu yds	4^{50}	1012.50
3 " " " PS-200	24 ton	50^{00}	1200.00
			11,926.50
		10%	1192.65
		Prel Eng	240.00
			$13,360.00

February 9, 1949

Mr. L. L. Gooding, City Recorder

Harrisburg, Oregon

Dear Sir:

On January 24, the Highway Commission approved a project for construction under the $250,000 special city fund in the City of Harrisburg. This project involves the grading, surfacing and oiling of Second Street from the Pacific Highway to Kealing Street.

We have prepared an 'Option for Cooperative Construction Project' stating further the terms under which this work will be done. If this option meets the City's approval, will you see that the proper city officials sign and return all five copies to Forrest Cooper, Engineer, County and City Relations, c/o State Highway Department, P.O. Box 30, Salem, Oregon.

They will then be presented to the Highway Commission for acceptance. After the Commission's approval, a duly signed copy will be returned to the City.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper
Engineer, County and City Relations

JFH:MM
Encl.

Harrisburg 11-15-48

Preliminary Estimate
2nd Street Highway 99 to Kesling Street

Raise grade 2 feet and widen base to 26' for first two blocks. place 12" of base on balance, provide drainage and O-11 oil mat 0.21

	Item	Quanity	unit price	total
1.	Base rock 3"-0	1810 cuyds	2^{75}	4977.50
2.	Base rock 3/4"-0	235 cuyds	4^{25}	998.75
3	Preparation of Grade	all	lump.	100.00
4	Oil rock	145 cuyds	5^{25}	761.25
5	Bituminous Cement	14 tons	55^{00}	770.00
6	Concrete Culvert pipe 15"	300 lin ft.	3^{00}	900.00
				$8507.50
		Plus 10%		850.75
				9358.25
		Prel. Eng		241.75
				$9600.00

Plus drainage
at City cost

253000. (4/9)

Harrisburg 11-15-48

Second St- 99E to Kesling street. Is in need of rebasing as is broken up and also low. The street evidently was oiled 16' in width Originally, is now 15'- base evidently was also only 16' wide, 99E is high so drainage of 2nd is bad at junction.

The City has very recently had a firm from Eugene make a drainage survey which will show elevations etc. City official said they would send us a copy of profile as soon as it is complete.

Would suggest the street be rebuilt for first five blocks. Reshaped, based, surfaced & oiled.

The balance widened and oiled. any cost of drainage to be paid by City.

There is a storm sewer running across second, at Schooling street, to river, Schooling street has the highest elevation of any portion of second street. This will be definitely shown on drainage profile which city will furnish as soon as possible.

There is evidently a storm sewer on Moore and Monroe Streets as there are Catch basin installed in this area. City was not sure where they did have drainage which was the reason for obtaining a survey.

Estimate should wait until drainage profile is received.

HCG

250,000 (49)

Harrisburg 11-12-48

Visited City officials Mr. Stone and McEldowney who went over proposed street projects.

The only street that would qualify is Second Street which for five blocks is in poor condition, caused by hauling unusual rock loads for river revetment by U.S.E. Dept.

The street is broken through and is also narrow; drainage is not too good. City will send plan of new proposed storm drainage project.

Believe this should be rebuilt at least from 99 E. N to Kesling St. etc.; balance of street in fair to good condition but narrow.

H.C.A.

Sheet _____ of _____

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location ______________________ Logged by __________ Car No. _______

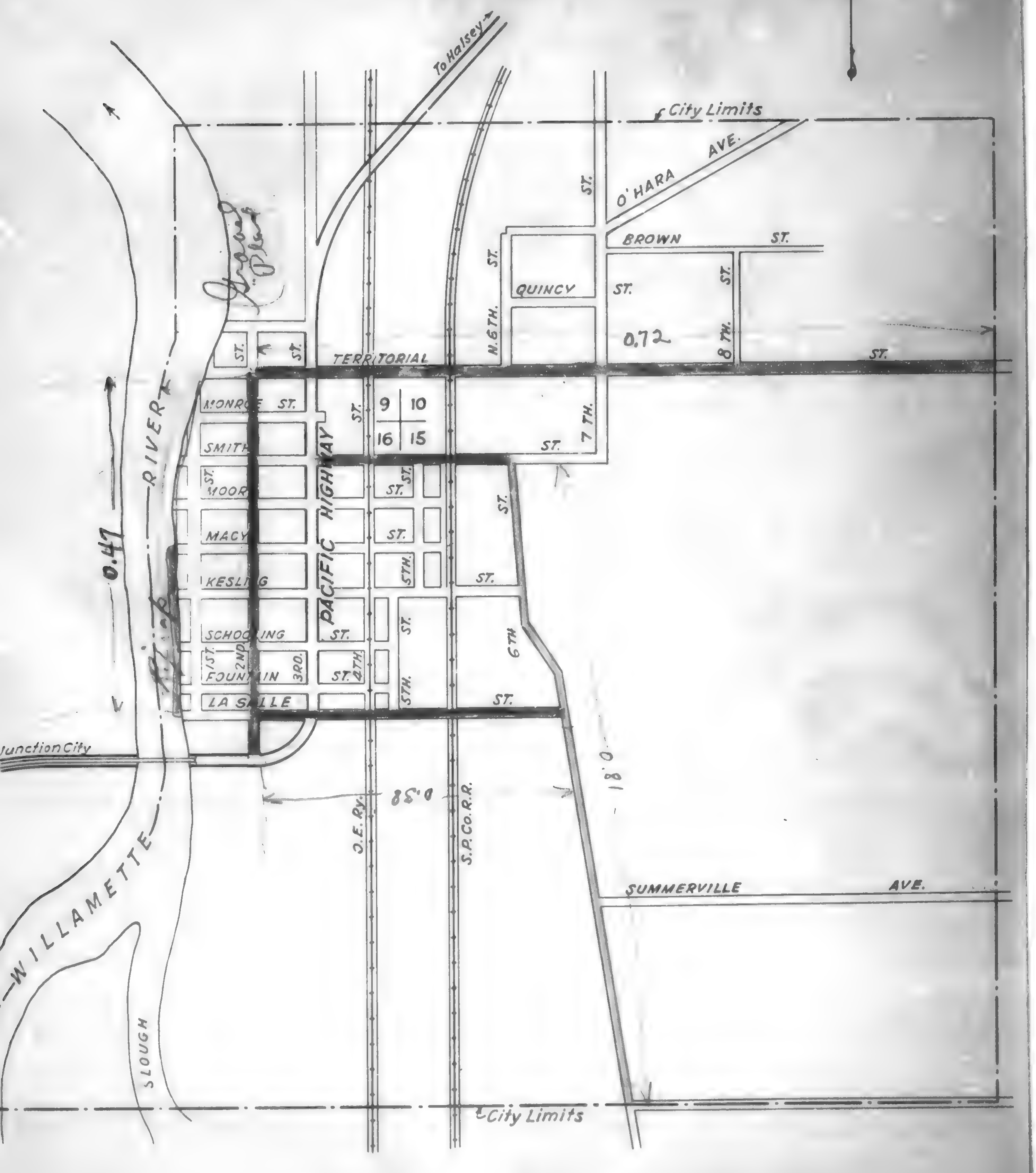
Road or Street ______________________ Recorder ______________

Date __________ Weather ______________ Project ______________

M. P.	Location	Length	Width	Type	Condition	Remarks
0.00	Highway			Oilmat	Poor	Riverstone &
0.05	La Salle					in river
0.08	Fountain					trucks to Kesling
0.14	Schooling					have caused
0.20	Kesling				Fair	heavy damage
0.25	Macy				Good	
0.31	Moore					
0.36	Smith					
0.42	Monroe					
0.47	Territorial					

HARRISBURG

Scale 1"=800'



Rev. 7-31-'47

RECEIVED
NOV 1 0 1948
ENGINEER
COUNTY & CITY RELATIONS

RESOLUTION

11-1-48

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Harrisburg is an incorporated city of the State of Oregon, and has a population of 863 860, as given by the latest official census, and

WHEREAS, the following streets of said city, # 1, Second St. from City Limits to Territorial St., # 2, Territorial St. from City Limits to 2nd. St., # 3, LaSalle St. from Coburg Road (6th St.) to 2nd St.

4, Coburg Road (6th St.) from City Limits to Smith St., #5 Smith St. from 6th St. to Hi-Way.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: # 1. Second St. from City Limits to Territorial St., # 2, Territorial St. from City Limits to 2nd St. , #3, LaSalle St. from Coburg Road (6th St.) to 2nd St., # 4, Coburg Road (6th St.) from City Limits to Smith St. #5, Smith St. from 6th St. to Hi-Way.

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Harrisburg does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this I day of November, 1948.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

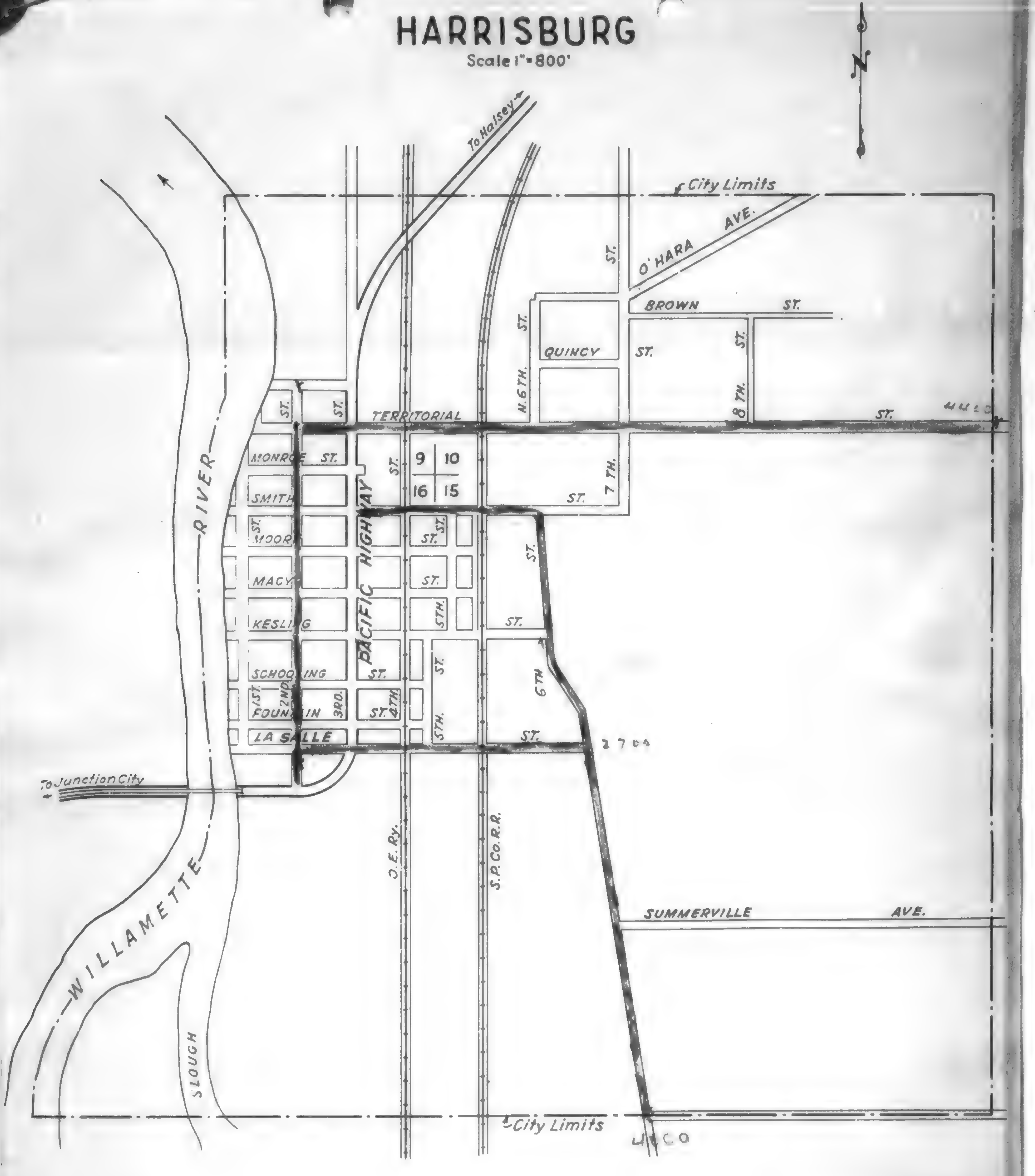
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Harrisburg at a regular or ~~special~~ meeting of said council, held on the I day of November, 1948, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 8 day of November, 1948.

John [illegible]
City Recorder

HARRISBURG

Scale 1" = 800'



Rev. 7-31-'47

26-4212 Sandy Boulevard Pavement 1949
Resurfacing Project in Portland

RECEIVED
OCT 31 1949
FOR FILING

26-42121

3155

October 28, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3155, for resurfacing on the Sandy Boulevard (44th Ave.-74th Ave.) Section of the Columbia River Highway in Multnomah County, has been completed by the contractor, Parker-Schram Company, and that final payment in the amount of $1,022.73 will be made on or after November 7, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $34,090.97, and that no force account work was performed on the project. This contract was completed on August 19 and accepted by the Commission on September 21, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

[illegible]

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 3, 1949, 19

Section Sandy Blvd. (44th - 74th Ave.)

Kind of work Pavement Resurfacing

Highway Columbia River

Section prefix 26-4222

Contractor Parker Schram

Contract number 3155

Date of contract May 16, 1949

Date of completion Aug. 31, 1949, 19

Date work started , 19

Estimated date of completion August 19, 1949, 19

Amount of contract $ 37,877.50

Per cent of time elapsed 83 %

Estimated cost of completed project, exclusive of engineering $ 40,536.60

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1444.75, 61.78 %

Date project was completed Aug. 22nd, 1949, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate transmitted to the Division Engineer on Friday, September 2nd.

Signed D. L. Barbour by Lloyd P. Shaw

Address P.O. Box 4644 Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M. [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 7 - 1940
OFFICE OF
CONST[illegible] ENGINEER

State Printing Dept. [illegible]

RECEIVED
SEP 12 1949
FOR FILING

26-4212

3155

September 9, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Parker-Schram Co., on contract No. 3155, for resurfacing on the Sandy Blvd. (44th Ave.-74th Ave.) Section of the Columbia River Highway in Multnomah County. This payment, in the amount of $5,916.55, will be made on or after September 19, 1949. The retained percentage amounts to $1,022.73.

The State is not advised of any unpaid claims for labor or materials, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram, Agents
Glens Falls Indemnity Company
Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 4 1949
FOR FILING

26-4212

3155

August 3, 1949

Mr. Ben S. Morrow
City Engineer
City of Portland
Portland 4, Oregon

Dear Sir:

This is your authority to make adjustments to the valves and manholes on Sandy Boulevard between 44th Avenue and 74th Avenue to conform to the resurfacing which we are doing under Contract No. 3155, and bill the State Highway Department for the cost thereof.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. A. G. Skelton

RECEIVED
FOR FILING
26-4312
3155

June 13, 1949

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3148, for paving on Scappoose (Williams Ave. & 3rd St.) Section in Columbia County, awarded May 16, 1949.

Contract No. 3155, for pavement resurfacing on the Sandy Boulevard (44th Ave.-74th Ave.) Section of the Columbia River Highway in Multnomah County, awarded May 16, 1949.

Contract No. 3164, for paving on the Gresham (Roberts Avenue) Section in Multnomah County, awarded May 17, 1949.

Executed copies of these contracts are also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 3

RECEIVED
MAY 19 1949
FOR FILING

21-11-12

5155

May 18, 1949

Parker-Schram Company
201 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on May 16 awarded you the contract for pavement resurfacing on Sandy Boulevard in Portland in Multnomah County. This award was based on your low bid of $37,877.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. H. Probert

26-4213 S. W. 4th Ave. Pavement 1949
Resurfacing Project in
#3156 Portland

RECEIVED
OCT 20
FOR FILING

26-4213

3156

October 19, 1949

American Casualty Co.
607 Washington St.
Reading, Pa.

Gentlemen:

Please be advised that State Highway Contract No. 3156, for resurfacing on the S. W. Fourth Ave. (Jefferson St.-Ash St.) Section of the Pacific West Highway in Multnomah County, has been completed by the contractor, Cascade Construction Co., and that final payment in the amount of $750 will be made on or after October 29, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,005.54, and that no force account work was performed on the project. This contract was completed August 31 and accepted by the Commission September 21, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rathbone, King & Seeley
Board of Trade Bldg.
Portland 4, Oregon
Attn: M. B. Waterbury, Oregon Manager

NOTED ON CARD

10-17-49

RECEIVED
SEP 22 1949
FOR FILING

26-4213

3156

September 21, 1949

American Casualty Co.
607 Washington St.
Reading, Pa.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Cascade Construction Company, on contract No. 3156, for resurfacing on the S.W. Fourth Ave. (Jefferson St.-Ash St.) Section of the Pacific West Highway in Multnomah County. This payment, in the amount of $10,255.54, will be made on or after October 1, 1949. The retained percentage is $750.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rathbone, King & Seeley
Board of Trade Bldg.
Portland 4, Oregon
Attn: M. B. Waterbury, Ore. Mgr.

NOTED ON CARD

9-21-49 g.c

Form E-1—5M—7-49

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 10, 1949, 19

Section Fourth Ave. (Jefferson St. -Ash St.)

Kind of work Pavement Resurfacing

Highway Pacific West

Section prefix 26-4213

Contractor Cascade Construction Company

Contract number 3156

Date of contract May 16, 1949, 19

Date of completion August 31, 1949, 19

Date work started August 22, 1949, 19

Estimated date of completion August 31, 1949, 19

Amount of contract $ 11,532.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 11,000.00

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date $ 440.32, 52 %

Date project was completed ~~Sept~~ Aug. 31, 1949 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate completed and transmitted to the Division Engineer this week along with supporting data.

NOTED
H. W. LIBBY

Signed D. J. Baker

Address P. O. Box 4644 Portland 2, Oregon

NOTED
E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					2.37
Miles partially completed					2.37
Miles completed					1.70
Total estimated quantities					8,500 ton
Estimated quantities moved or placed to date					6,550 ton
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					16

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers 3..............., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ... Spreading Machine 1..........., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Fair		
Tuesday	Partly Cloudy		
Wednesday	Fair		
Thursday	Fair		
Friday	Cloudy		
Saturday			

RECEIVED
SEP 12 1949
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 32571

RECEIVED
AUG 4 1949
FOR FILING

26-4813

3156

August 3, 1949

Mr. Ben S. Morrow
City Engineer
City of Portland
Portland 4, Oregon

Dear Sir:

This is your authority to make adjustments to the water facilities on 4th Avenue in connection with our Contract No. 3156 and bill the State Highway Department for the cost thereof.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. A. G. Skelton

RECEIVED
JUN 11
FOR FILING
26-4213
3156

June 13, 1949

Cascade Construction Company
Ft. S.W. Abernethy Street
Portland, Oregon

Gentlemen:

We are sending you today a fully executed copy of contract No. 3156 which was awarded to you on May 16, 1949 by the State Highway Commission covering pavement resurfacing on S.W. Fourth Avenue (Jefferson St.-Ash St.) on the Pacific Highway West in Multnomah County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

RECEIVED
MAY 19 1949
FOR FILING

21-4213

3156

May 18, 1949

Cascade Construction Company
Foot of S. W. Abernethy Street
Portland 1, Oregon

Gentlemen:

The State Highway Commission on May 16 awarded you the contract for pavement resurfacing on S. W. 4th Avenue in Portland in Multnomah County. This award was based on your low bid of $11,532 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. H. Probert

33-4208 Pine Grove-Maupin Section of 1949
the Wapinitia Highway
#3157

[illegible]

3157

RECEIVED R.H. Baldock
FOR FILING

February 16th, 1950

Pine Grove-Maupin Section
Wapinitia Highway

FINAL COST ANALYSIS
O. C. Yocom Co., Contractor
M. M. Stump, Resident Engineer

Contract #3157
Prefix 33-4208

Item	Quantity	Unit	Cost	Unit Cost	Unit Bid	Gross Revenue
Preparation of Base	13.11	Mile	$867.87	$66.20	$150.00	$1,966.50
Furnish and Place Aggregates	8,528	Cu. Yd.	33,196.52	3.89	4.15	35,391.20
Furnish and Place 151-200 Asphalt	682.05	Ton	23,640.38	34.66	41.00	27,964.05
3/4"-½" Cr. Rock in Stockpile	1,347.5	Cu. Yd.	3,573.57	2.65	2.26	3,045.35
½"-¼" Cr. Rock in Stockpile	1,022.5	" "	2,711.67	2.65	2.26	2,310.85
¼"-0" Cr. Rock in Stockpile	600	" "	1,591.20	2.65	2.26	1,356.00
SP Screen Rejects	185.2	" "	46.30	0.25	0.25	46.30
SP Hauling Rejects	574.12	Yd. Mi.	68.89	0.12	0.12	68.89
Haul Adj., Favor of Contractor	20.8	" "	2.50	0.12	0.12	2.50
			$65,698.90			$72,151.64

Contractor	Total Cost	Gross Revenue	Net Profit	Net Loss	% Profit	% Loss
O. C. Yocom Co.	$35,083.02	$46,282.68	$11,199.66		24.2	
R. S. Burch	30,615.88	25,868.96	———	$4,746.92	——	18.3
Totals	$65,698.90	$72,151.64	$ 6,452.74		8.9	

Net Profit Equals 8.9% of Gross Revenue

NOTED

Pine Grove-Maupin
O. C. Yocom Co.

Detail of Cost

Labor:			
Supervision		$635.00	
Labor		7,001.56	
Payroll Insurance		458.60	
			$8,095.16
Materials:			
151-200 Asphalt	682.05 Ton at $21.00	$14,323.05	
Freight on Asphalt	682.05 " " 4.84	3,301.12	
			17,624.17
Equipment Rental and Misc. Expense:			
Equipment Rental		$4,814.45	
Gas, Oil and Grease		1,766.50	
Freight and Cartage		427.62	
Small Tools and Misc. Supplies		386.45	
Bond		557.74	
P.L. & P.D. Insurance		87.52	
P.U.C.		383.68	
Home Office and General Overhead		939.73	
			9,363.69
Total Cost			$35,083.02

Pine Grove-Maupin
R. S. Burch

Detail of Cost

Labor:		
Supervision	$937.50	
Labor	11,129.50	
Payroll Insurance	717.71	
		$12,784.71
Equipment Rental and Misc. Expense:		
Equipment Rental, Owned	$6,534.80	
Equipment Rental, Hired	4,036.21	
Gas, Oil and Grease	3,627.34	
Explosives	1,110.22	
Drill Steel and Bits	193.27	
Small Tools and Misc. Supplies	706.00	
P.L. & P.D. Insurance	83.47	
Freight	724.20	
Lumber	296.81	
Home Office and General Overhead	518.85	
		17,831.17
Total Cost		$30,615.88

Remarks:

This was a "State Project". The contract, calling for construction of 13.11 miles of 0-11 oil mat wearing surface and furnishing 3,000 cu. yd. of crushed rock in stockpile, was bid and awarded May 16, 1949. Work was started on the project June 16, 1949, and completed October 4th, 1949.

Crushing and stockpiling of rock was subcontracted to R. S. Burch. The subcontractor elected to use the designated quarry 3.6 miles south of M.P. 32.58 on the Wapinitia Highway. This was an excellent dice rock quarry which was shot with down holes.

The subcontractor erected a crushing plant consisting of a 10" x 30" jaw crusher, 2' - 4" gyratory crusher, small plate feeder, 3' x 6' scalping screen, 3' x 10' classifying screen and a wood rock bunker with conveyors and bucket chains as required. The plant was powered by one 50 h.p. and two 100 h.p. engines. Crushing operations were started July 7th, 1949. The crusher operated 404 hours and crushed 10,200 cu. yds. of rock for an average production of 25.2 cu. yds. per hour. On August 13th, 1949, one of the power units on the plant burned out, and the plant was dismantled and moved to the Maupin-Criterion project. Approximately 1,300 cu. yds. of crushed rock required to complete this project was crushed and hauled from the Criterion quarry.

Rock was loaded in the quarry with a ½ cu. yd. shovel and hauled to the crusher with a 5 cu. yd. truck. Crushed rock was hauled to stockpile with trucks hired on a yard mile basis. Rock in this quarry shot up small, but the 10" jaw crusher was not large enough to handle this material efficiently. Low production, a low bid price and extra haul on crushed rock hauled from the Criterion quarry made the crushing subcontractor suffer a loss on this project.

The prime contractor started oiling operations on August 15th. Oiling equipment included a 1,500-gal. distributor, retort, five oil transports, 10,000-gal. oil storage tank, five 8 cu. yd. dump trucks, ½ cu. yd. shovel, two rollers and two blades. Asphalt was hauled from Portland with the contractor's transports and commercial transports. The project was oiled in 13 days for an average production of 52.5 tons of asphalt and 656 cu. yds. of aggregates per day.

The prime contractor had good equipment and good supervision, and a large profit was realized on the oiling items.

E. H. Clymer
Cost Analyst

By . . C. Swenson

RECEIVED
FEB 1 1950
FOR FILING

33-4208

3157

Files
Jan. 30, 1950

Vou. 593

D. C. Yocom Co.
(Contractor)

Contract No. 3157 Est. No. 5-final

Warrant No. 367222 Date 1/26/50

$2,166.97

The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until authority to release is received.

Accepted Yes, Nov. 8, 1949

Time Extensions None

Claims None

Remarks:

Date: Jan. 31, 1950

Release of the above warrant is hereby authorized.

Warrant mailed, (date) ____________

RECEIVED
FOR FILING

33-5208

3157

January 11, 1950

W. Talbot Sinclair, Manager
U. S. Fidelity & Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Dear Mr. Sinclair:

Please be advised that State Highway Contract No. 3157 for reoiling of the Pine Grove-Maupin Section of the Wapinitia Highway in Wasco County, has been completed by the contractor, O. C. Yocom Co., and that final payment in the amount of $2,166.97 will be made on or after January 21, 1950.

The State is not advised of any unapid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $72,151.64 and that no force account work was performed on the project. This contract was completed on September 30, 1949 and accepted on November 8, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Respectfully yours,

fm

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Robert P. Dawson
Route 2, Box 536
Beaverton, Oregon

NOTED ON CARD
1-11-50

RECEIVED
NOV - 9 1949
FOR FILING

33-4208
3157

November 9, 1949

W. Talbot Sinclair, Manager
United States Fidelity and Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to O. C. Yocum Company, on contract No. 3157, for reoiling on the Pine Grove-Maupin Section of the Wapinitia Highway in Wasco County. This payment, in the amount of $724.05, will be made on or after November 19, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: Mr. Robert P. Dawson
Route 2, Box 536
Beaverton, Oregon

NOTED ON CARD

11-9-49 J.S.

Form R-1—5M—1-46

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section: Pine Grove - Maupin
Highway: Wapinitia
Contractor: C. C. Yocom
Date of Contract: May 16, 1949
Date work started: June 13, 1949
Amount of contract: $ 74,366.50

For Week Ending: Oct. 15, 1949
Kind of work: Reoiling
Section prefix: 33-4208
Contract number: 3157
Date of completion: Sept. 30, 1949
Estimated date of completion: Sept 30, 1949
Per cent of time elapsed: 110 %

Estimated cost of completed project, exclusive of engineering: $ 72162.75
Per cent of contract completed, based on total contract price: 100 %
Engineering cost to date $ 3105.00, 4.2 %
Date project was completed: Sept 30, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor - All finished except for a little clean up at plant site.

Final Report

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

Party- In office on cross sections.

NOTED
E. M. [illegible]

Signed: M M Strong
Address: Box 51, Maupin, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	011 PAVING
Miles in project				13.11	
Miles partially completed					
Miles completed				13.11	
Total estimated quantities			3000	8500	730
Estimated quantities moved or placed to date			3000	8528	682
Average daily quantities			270	710	57
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	rain		
Tuesday	cloudy		
Wednesday	fair		
Thursday	fair		
Friday	"		
Saturday	"		

RECEIVED
OCT 17 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
OCT 13 1949
FOR FILING

33-4208

3157

October 12, 1949

United States Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to O. C. Yocom Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3157 for reoiling on the Pine Grove-Maupin Section of the Wapinitia Highway in Wasco County. This payment, which is in the amount of $5,311.21, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,142.08. The present payment to the contractor will be made on or after October 22, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existance of any claims, debts, dues or demands insurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United States Fidelity & Guaranty Co.
Baltimore 3
Maryland

Mr. Robert P. Dawson

NOTED IN [illegible]
[illegible]

RECEIVED
FOR FILING
33-4208
3157

June 13, 1949

C. C. Yocom Co.
P. O. Box 566
McMinnville
Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3157, for reoiling on the Pine Grove-Maupin Section of the Wapinitia Highway in Wasco County, awarded May 16, 1949.

Contract No. 3158, for reoiling on Maupin-Criterion Section of the The Dalles-California Highway in Wasco County, awarded May 16, 1949.

Contract No. 3168, for surfacing on the Dayton Prairie School-Dayton Junction Section of the Amity-Dayton Secondary Highway in Yamhill County, awarded May 17, 1949.

An executed copy of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 3

RECEIVED
MAY 19 1949
FOR FILING

[illegible]

3167

May 18, 1949

C. C. Yocom Company
902 East 11th
McMinnville, Oregon

Gentlemen:

The State Highway Commission on May 16 awarded you the contract for reoiling the Pine Grove-Maupin Section of the Wapinitia Highway and oiling the Maupin-Criterion Section of The Dalles-California Highway in Wasco County. This award was based on your low combination bid of $135,959 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. E. Probert

33-4209 Maupin-Criterion Section of The Dalles-California Hwy. 1949

#3158

33-4209
3158

RECEIVED
FEB
FOR FILING

— R.H. Baldock

February 16th, 1950

FINAL COST ANALYSIS

Maupin-Criterion Section
The Dalles-California Highway

Contract #3158
Prefix 33-4209

O. C. Yocom Co., Contractor
M. M. Stump, Resident Engineer

Item	Quantity	Unit	Cost	Unit Cost	Unit Bid	Gross Revenue
Preparation of Base	9.15	Mile	$607.71	$66.42	$150.00	$1,372.50
Furnish and Place Aggregates	7,592	Cu. Yd.	26,482.24	3.49	3.75	28,470.00
Furnish and Place 151-200 Asphalt	597.29	Ton	22,411.91	37.52	41.00	24,488.89
3/4"-½" Cr. Rock in Stockpile	1,478.4	Cu. Yd.	3,465.37	2.34	2.10	3,104.64
½"-¼" Cr. Rock in Stockpile	977.9	" "	2,292.20	2.34	2.10	2,053.59
¼"-0" Cr. Rock in Stockpile	614.1	" "	1,439.45	2.34	2.10	1,289.61
SP Screen Rejects	2,194.9	Cu. Yd.	548.73	0.25	0.25	548.73
SP Haul Adj. in Favor of Contractor	2,689.7	Yd. Mi.	322.76	0.1[illegible]	0.12	322.76
Total This Project			$57,570.37			$61,650.72
Rock Crushed for City of Maupin	68[illegible]	Cu. Yd.	1,612.67	2.34	1.75	1,204.00
Total			$59,183.04			$62,854.72

Contractor	Total Cost	Gross Revenue	Net Profit	Net Loss	% Profit	% Loss
O. C. Yocom Co.	$32,210.06	$41,045.39	$8,835.33		21.5	
R. S. Burch	26,972.98	21,809.33	———	$5,163.65	——	23.7
	$59,183.04	$62,854.72	$3,671.68		5.8	

Net Profit Equals 5.8% of Gross Revenue

NOTED
State Highway Engineer

Maupin-Criterion
O. C. Yocom Co.

Detail of Cost

Labor:			
Supervision		$540.00	
Labor		5,964.10	
Payroll Insurance		390.65	
			$6,894.75
Materials:			
151-200 Asphalt	482.42 Ton at $21.00	$10,130.82	
Emulsified Asphalt	114.87 " " 24.36	2,798.23	
Freight on Asphalt	597.29 " " 5.15	3,076.04	
			16,005.09
Equipment Rental & Misc. Expense:			
Equipment Rental		$5,308.50	
Gas, Oil and Grease		1,648.00	
Freight and Cartage		364.26	
Small Tools and Misc. Supplies		355.53	
Bond		461.94	
P.L. & P.D. Insurance		74.55	
P.U.C.		276.53	
Home Office and General Overhead		820.91	
			9,310.22
Total Cost			$32,210.06

Maupin-Criterion
R. S. Burch

Detail of Cost

Labor:		
Supervision	$1,062.50	
Labor	9,960.50	
Payroll Insurance	642.34	
		$11,665.34
Equipment Rental and Misc. Expense:		
Equipment Rental, Owned	$6,086.00	
Equipment Rental, Hired	3,019.10	
Gas, Oil and Grease	3,169.64	
Explosives	864.74	
Drill Steel and Bits	64.42	
Small Tools and Misc. Supplies	680.00	
P.L. & P.D. Insurance	74.70	
Freight	592.53	
Lumber	318.32	
Home Office and General Overhead	438.19	
		15,307.64
Total Cost		$26,972.98

Remarks:

This was a "State Project". The contract, calling for construction of 3.0 miles of oiled base reinforcement, 9.15 miles of 0-11 oil mat wearing surface and furnishing of 3,000 cu. yd. of crushed rock in stockpile, was bid and awarded May 16, 1949. Work was started on the project July 20, and the project was completed October 8, 1949.

Crushing of rock was subcontracted to R. S. Burch. The source of materials used was the designated quarry adjacent to the Dalles-California Highway at M.P. 56.11. This was an excellent quarry with the rock breaking small when shot. The quarry was shot with down holes and all the rock required for the project was obtained in one shot.

The subcontractor erected a crushing plant consisting of 18" x 36" jaw crusher, 2' - 4" gyratory crusher, 1' - 8" gyratory crusher, 3' x 6' scalping screen, 3' x 10' classifying screen, small plate feeder, crushed rock bunker, reject bunker with conveyors as required. The plant was powered with two 50 h.p. and two 100 h.p. engines. Crushing operations were started August 24th, and completed October 8th, 1949. The crusher operated 520 hours and crushed 12,650 cu. yds. for an average production of 24.3 cu. yds. per hour. The plant was of sufficient capacity for production of 35 to 40 cu. yds. per hour, but excessive mechanical breakdowns and a high overrun on the ¼" - 0" size made the average production low on this project.

Rock was loaded in the quarry with a ½ cu. yd. shovel and hauled to the crusher with a 5 cu. yd. pit truck.

In addition to the rock for this project the subcontractor also crushed 688 cu. yds. of aggregates for the City of Maupin and 1,300 cu. yds. of maintenance rock for the Pine Grove-Maupin project.

The prime contractor started oiling operations September 8th, and oiling was completed September 23rd, 1949. Oiling equipment included a 1,500-gal. distributor, retort, five oil transports, a 10,000-gal. oil storage tank, five 8 cu. yd. dump trucks, a ½ cu. yd. shovel, two rollers and two blades. Asphalt was hauled from Portland with the contractor's own transports and commercial transports. The project was oiled in 12½ days' working time for an average production of 47.8 tons of asphalt and 607.4 cu. yds. of aggregates per day.

Low production and low bid prices made the crushing subcontractor suffer a loss on this project. The prime contractor had good equipment, good supervision and good bid prices, and the oiling items show a large profit.

E. H. Clymer
Cost Analyst

By . . C. Swenson

RECEIVED
FEB 1 1950
FOR FILING

33-4209

3158

Files

Jan. 30, 1950

Vou. 594

O. C. Yocom Co.
(Contractor)

Contract No. 3158 Est.No. 4-final

Warrant No. 367223 Date 1/26/50

$1,852.38
The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until authority to release is received.

Accepted Yes, Nov. 8, 1949

Time Extensions To Oct. 8, 1949 w/o penalty

Claims None

Remarks:

Date: Jan. 31, 1950

Release of the above warrant is hereby authorized.

Warrant mailed, (date) ____________

RECEIVED
JAN 12 1950
FOR FILING

33-4209
3158

January 11, 1950

W. Talbot Sinclair, Manager
U. S. Fidelity & Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Dear Mr. Sinclair:

Please be advised that state highway contract No. 3158 for reoiling of the Maupin-Criterion Section of The Dalles-California Highway, in Wasco County, has been completed by the contractor, O. C. Yocom Company, and that final payment in the amount of $1,852.38 will be made on or after January 21, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $61,650.72 and that no force account work was performed on the project. This contract was completed on October 8, 1949, and accepted on November 8, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - Robert P. Dawson
Route 2, Box 536,
Beaverton, Oregon

NOTED ON CARD

1-11-50 gl

RECEIVED
NOV 22 1949
FOR FILING

33-4207

3158

November 22, 1949

O. C. Yocom Co.
P. O. Box 566
McMinnville
Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 8, 1949, had under discussion your request for an extension of time of 30 days, from September 30 to October 30, 1949, within which to complete your contract No.3158 for reoiling on the Maupin-Criterion Section of The Dalles-California Highway in Wasco County.

I am pleased to inform you that the Commission granted your request from September 30 to October 8, 1949, on which date the contract was completed, without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD
11-22-49 gc

RECEIVED
NOV 17 1949
FOR FILING

33-4209
3158

November 16, 1949

United States Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to O. S. Yocom Co., on contract No. 3158, for reoiling on the Maupin-Criterion Section of The Dalles-California Highway in Wasco County. This payment, in the amount of $6,670.28, will be made on or after November 26, 1949. The retained percentage is $1,849.43.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Robert P. Dawson
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD

11-16-49 gl

RECEIVED
NOV - 1 1949
FOR FILING

33-4207

3158

October 11, 1949

Request for extension of time
No. 10
November 7 and 8 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from O. C. Yocom Company for an extension of time on Contract No. 3158, Maupin-Criterion Section of The Dalles-California Highway, from October 1, 1949 to October 30, 1949.

The contractor had some unpredictable breakdowns with his crushing equipment before the completion of the project. He had, however, completed all oiling on the roadway proper, and the only work remaining was the placing of approximately 2,900 cubic yards of crushed rock in the stock pile. There was no inconvenience to the traveling public, and the engineering costs were not increased by the delay of this project. This project was completed on October 8, 1949, and I would recommend an extension without penalty to that date.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

Form E-1—[illegible]M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 15, 1949

Section Maupin - Criterion
Highway The Dalles-Calif
Contractor O. C. Yocom
Date of Contract May 16, 1949
Date work started July 20, 1949
Amount of contract 61,593.50

Kind of work Reoiling
Section prefix 33-4209
Contract number 3158
Date of completion Sept. 30, 1949
Estimated date of completion Oct. 8, 1949
Per cent of time elapsed 110 %

Estimated cost of completed project, exclusive of engineering $ 61,668.86
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $ 2650.00, 4.3 %
Date project was completed Oct. 8, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor. Moved plant out the first of the week. He has a few plank to haul out and then he will finished.

final report

NOTED H. W. LIBBY

Dean Swift, Asst. Division Engr was through Thrusday Oct. 13

Party- Cross sections and final estimate.

Remeasure stock piles.

NOTED

Signed W. M. Stump
Address Box 51, Maupin, Ore.

NOTED E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
					~~xxx~~ Oil
Miles in project				9.15	
Miles partially completed					
Miles completed				9.15	
Total estimated quantities			3000	7600	620
Estimated quantities moved or placed to date			3050	7592	597
Average daily quantities			350	~~xxxx~~ 600	48
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			4 (3 days)		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams	~~xRainx~~						
Men and trucks under 3 tons	~~Cloudy~~						
Men and trucks over 3 tons	~~xxxxx~~ ~~Fair~~						
Men and tractors	~~Fairxx~~						
	"						

Equipment used during week: Shcvels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Cloudy		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
OCT 17 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 14 1949
FOR FILING

33-4209

3158

June 13, 1949

O. C. Yocom Co.
P. O. Box 566
McMinnville
Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3157, for recoiling on the Pine Grove-Maupin Section of the Wapinitia Highway in Wasco County, awarded May 16, 1949.

Contract No. 3158, for recoiling on Maupin-Criterion Section of the The Dalles-California Highway in Wasco County, awarded May 16, 1949.

Contract No. 3168, for surfacing on the Dayton Prairie School-Dayton Junction Section of the Amity-Dayton Secondary Highway in Yamhill County, awarded May 17, 1949.

An executed copy of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 3

18-3413 Chiloquin Maintenance 1949
Building
#3159

RECEIVED
JAN 25 1950
FOR FILING

18-3413

3159

January 24, 1950

The Fidelity and Casualty Co. of New York
80 Maiden Lane
New York 8
New York

RE: Burkhard & Schortgen
State Highway Contract #3159,
covering Chiloquin Maintenance
Bldg. in Klamath County

Gentlemen:

In conformity with your request, under date of December 9, 1949, we are pleased to advise you that the above contract was accepted by the Highway Commission on December 19, 1949.

Very truly yours

ORECON STATE HIGHWAY COMMISSION

Secretary

gl

cc: The Landry Company
419 Main St.
Klamath Falls, Oregon

3157

The Fidelity and Casualty Company of New York
80 MAIDEN LANE, NEW YORK 8, NEW YORK
BERNARD M. CULVER, CHAIRMAN   FRANK A. CHRISTENSEN, PRESIDENT
America Fore
INSURANCE GROUP

December 9, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Re: Burkhard & Schortgen
State Highway Contract #3159
covering Chiloquin Maintenance
Bldg. in Klamath County

Please be advised of receipt of your letterof December 1, 1949 informing us that the above captioned contract was completed on November 16, 1949 at a final contract price of $13,492.78.

It would be greatly appreciated if we would be advised when this contract is accepted by the Commission.

Yours truly

Mary V. Nicholson

Mary V. Nicholson

hg

RECEIVED
DEC 11
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
12-9-49 gl

RECEIVED
DEC 2 1949
FOR FILING

12-3413

3159

December 1, 1949

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3159 covering the Chiloquin Maintenance Building, in Klamath County, has been completed by the contractor, Burkhard and Schortgen, and that final payment in the amount of $2,247.56 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $13,492.78, and that no force account work was performed on the project. This contract was completed November 16, 1949 but has not as yet been accepted by the Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: The Landry Company
419 Main St.
Klamath Falls, Oregon

NOTED ON CARD
12-1-49 gC

RECEIVED
OCT 13 1949
FOR FILING

18-3413

3159

Salem, Oregon
October 12, 1949

S. H. Probert

Attached hereto is one unexecuted copy of an agreement with the City of Chiloquin in connection with the Special City Allotment project approved for construction in that city.

The original of this agreement has been retained by Mr. Glaisyer for the Commission's files and one fully executed copy has been mailed to the City Recorder of Chiloquin, Oregon.

L. H. Warfield
Staff Engineer

ew

Attach.

cc: Wm. E. Chandler
John W. Cattrall

FORM E-30 15M 10-48 26087

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 12, 1949

SUBJECT:

To: Mr. R.H. Baldock

Attached hereto, for further ~~handling by you,~~ ~~are three~~ [illegible] unexecuted copies of an agreement with the City of Chiloquin in connection with the Special City Allotment project approved for construction in that city.

The original of this agreement has been retained ~~in this~~ by Mr G[illegible] office for the Commission's files and one fully executed copy has been mailed to the City Recorder of Chiloquin, Oregon.

Secretary

rn
attach: 3

[illegible]
W. E. C[illegible]
[illegible]

RECEIVED
JUN 7 1949
FOR FILING

178-3413

3159

June 7, 1949

Burkhard and Schortgen
2901 South Sixth Street
Klamath Falls, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3159, which was awarded to you on May 17, 1949 by the State Highway Commission, covering Chiloquin Maintenance Building in Klamath County. This copy is for your records and files.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 19 1949
FOR FILING

18-3413

3159

May 18, 1949

Burkhard and Schortgen
2901 South Sixth Street
Klamath Falls, Oregon

Gentlemen:

The State Highway Commission on May 17 awarded you the contract for the construction of a masonry block building at Chiloquin in Klamath County. This award was b based on your low bid of $13,376.53 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - E. H. Probert
G. S. Paxson

RECEIVED
JUN 2 1949
FOR FILING
FORM E-90 10M 12-48 27999

18-3413

3159

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22, 1949

SUBJECT:

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Oregon State Highway Commission
OFFICE

Dear Sir:

Mr. DeSouza informs me he has completed arrangements to purchase the Chiloquin site for maintenance building and that he has secured authority from two of the Commissioners to complete the deal. Authority for construction of this building was given in 1948 and carried over to 1949, in the amount of $15,000. I recommend plans be prepared and bids requested for May meeting on this building. Building to be of concrete block with metal roof - size 32 by 88 with a 26 foot shop in the northeast end. The doors should face southeast. There is city water and an electric power available on the lot.

I attach a sketch showing location of building, gas pump and gate. We will have a vicinity map in from Chandler but this location and size is agreeable to him. The land is practically level and I think plans can be prepared except elevation of floor.

Forwarded to Mr. Paxson

I am recommending concrete block and metal roof to avoid fire hazard. In Division 4 in the past few years we have lost by fire, maintenance sheds in Alkali Lake, Suntex and Fort Klamath. I believe there would have been little or no loss in any of these three buildings had they been of concrete block with metal roof. The building at Maupin has a very pleasing appearance and I think the appearance of the concrete block building near the Laboratory in Salem is excellent and I suggest no alternate for timber be considered.

The need for this building is urgent as we have had to move from Sand Creek to Chiloquin and have been storing some of our equipment in small inadequate shed and some have had to set out all winter. It is not thought cabins or houses for employees will be necessary as several of our employees have bought houses in Chiloquin within the past few months and more are available.

Very truly yours,

EA Collier

E. A. Collier,
Maintenance Engineer

EAC:mc
cc: G. S. Paxson
Enc -

RECEIVED
APR 26 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

18-3413

3159

April 22, 1949

IN REPLY PLEASE REFER TO FILE

R 15115

Mr. Wm. Lorenz
Chiloquin
Oregon

Dear Mr. Lorenz:

On April 21 I wrote to you regarding your property at Chiloquin. In checking through the file after this letter went out it is noted that I neglected to state to you that the buildings should be out of the way by June 1, 1949 so as to not interfere with the state's building program. I think now that bids will be received for the improvements at the next meeting of the Highway Commission to be held on May 16 and 17.

From the information I have it does not appear that there should be any serious conflict with the State's building program by reason of your existing structures and this letter is written to you only to call your attention to the situation.

It is also noted that in the letter of April 21 I mentioned Lots 141 and 142 as being a part of the additional four lots. This should have been Lots 140 and 141.

Very truly yours,

J. M. DEVERS

By
J. R. [illegible]
Assistant Counsel

JMD:MA

cc - Mr. W. C. Williams
Mr. R. W. Stiffler ✓
Mr. E. A. Collier
Mr. W. E. Chandler

File

1-5

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 21, 1949

IN REPLY PLEASE
REFER TO FILE
E 15115

Mr. Wm. Lorenz
Chiloquin
Oregon

Dear Mr. Lorenz:

This is to advise you that yesterday I secured by long distance telephone the approval of Mr. T. H. Banfield for the purchase of your property at Chiloquin and the approval of Mr. Ben R. Chandler at Coos Bay was secured by long distance telephone conversation today. The matter will go before the Highway Commission for formal ratification of the entire Commission at the next meeting to be held on May 16 and 17 but in the meantime there is no reason why you can not proceed with the clearing of the buildings so that the Commission may proceed with its plans for the improvement of the property at the earliest possible time. Necessary instruments for the conveyance of the title and the claim for compensation will be sent to you in the reasonably near future.

$2100

The purchase approved by the State Highway Commission is understood to cover tracts 113 to 118 inclusive, 142 to 146 inclusive, and the additional four tracts 119, 120, 141 and 142, all in Spink's Subdivision. The purchase is understood to be made upon the further conditions listed below:

(1) Property to be delivered by warranty deed, free from all outstanding liens and encumbrances, including taxes up to and including the 1948-49 taxes in full.

(2) Abstract or title insurance to be acquired by State without cost to you.

(3) You are to reserve title to all buildings on the property and the fencing now built around a portion of the property.

(4) State will fall such trees as may be necessary for its improvement work which shall become your property and shall be removed by

File

May 16th Agenda

you so as to not interfere with the State's construction.

(5) No commitments are made to you regarding the specific moving of any buildings along the highways of the State although it is anticipated that permits will be granted for moving work along the highways in the vicinity of Chiloquin for a distance of 30 miles except that no permit for moving work will be issued involving the use of The Dalles-California Highway south of Modoc Point.

(6) In connection with the removal of the buildings you shall be permitted to remove plumbing connections to a distance of 3 feet outside of each building but all other plumbing, drainage and septic tank items will become the property of the State. In removing connections it will be anticipated that you will plug or cap the open ends of pipe so that there will be no defects left in the plumbing outlets.

I have rephrased the conditions upon which I think we are agreed and have added some new items which were not mentioned before but which are minor in their nature. It is trusted, however, that the conditions which have been stated herein will be found satisfactory.

Very truly yours,

J. M. DEVERS

By
J. W. DeSOUZA
Assistant Counsel

JWD:MA

cc - Mr. W. C. Williams
Mr. W. W. Stiffler
Mr. E. A. Collier
Mr. W. E. Chandler
Division Engineer
Bend, Oregon

321-1703 Waldport Oil Mat Surfacing 1949
Proj., Mill & Grant Sts.
#3160

RECEIVED
OCT 4 1949
FOR FILING

321-1703

3160

October 4, 1949

U.S. Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

This is to advise you that State Highway Contract No. 3160 for work on the Waldport Section (Mill & Grant Sts.) in Lincoln County, has been completed by the contractor, Baker & Wilson Paving Company, and that final payment in the amount of $584.15 will be made on or after October 14, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $6,0[illegible].70 and that no force account work was performed therein. This contract was completed on July 25, 1949 and accepted by the Commission on August 19, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - United States Fidelity & Guaranty Co.
Baltimore 3, Maryland

United States Fidelity & Guaranty Co.
Atchinson Insurance Agency
209 Hub Bldg.
Coos Bay, Oregon

NOTED ON CARD
10-4-49 gl

Form E-1—[illegible]—1-48

321-4003

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 30, 1949

Section Waldport City Street

Kind of work Oil Mat Surfacing

Highway City Streets

Section prefix 321-1703

Contractor Baker & Wilson Paving Co.

Contract number 3160

Date of Contract May 17, 1949

Date of completion July 31, 1949

Date work started July 7, 1949

Estimated date of completion August 15, 1949

Amount of contract $6,403.50

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $6,403.50

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $300%, 4.7%

Date project was completed July 25, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed project Monday, July 25, but held for maintenance and clean-up.

FINAL REPORT

NOTED
H. G. S

RECEIVED
AUG - 1 1949
OFFICE OF
CONSTRUCTION ENGINEER

Signed Walters

Address Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		.25		.25	
Miles partially completed					
Miles completed		.25		.25	
Total estimated quantities		980		150	
Estimated quantities moved or placed to date		896		149	
Average daily quantities		45		50	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				4	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., . . . Distributor & Retort ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Fair rest of week		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 14 1949
FOR FILING

321-4003

3160

June 13, 1949

Baker & Wilson Paving Co.
P. O. Box 45
Coos Bay, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3160, which was awarded to you on May 17, 1949 by the State Highway Commission, covering surfacing on the Waldport (Mill and Grant Sts.) in Lincoln County. This copy is for your records and files.

We are also sending a fully executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 20 1949
FOR FILING

321-4003
3160

File

May 19, 1949

Mrs. Neta Twombly
City Recorder
Waldport, Oregon

Dear Madam:

On May 17, the State Highway Commission awarded Contract No. 3160 for oil mat surfacing on Mill and Grant Streets in the City of Waldport to the Baker & Wilson Paving Company of Coos Bay. This contract calls for completion of the work to be done not later than July 31, 1949.

Your attention is called to Paragraph 8 of the agreement between the City of Waldport and the State Highway Commission, dated December 2, 1948. This paragraph provides that the City will establish the street grades as revised.

Enclosed please find two copies of a description of the center line finished grade, accompanied by a profile with the elevations shown in orange. This description may be incorporated into a resolution or ordinance, whichever the City Charter provides.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

JFH:[illegible]
Encl.

RECEIVED
MAY 19 1949
FOR FILING

[illegible]

3160

May 19, 1949

Baker & Wilson Paving Company
P. O. Box 45
Coos Bay, Oregon

Gentlemen:

The State Highway Commission on May 17 awarded you the contract for surfacing and oiling on Mill and Grant streets in Waldport, Lincoln County. This award was based on your low bid of $6,403.50, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. H. Probert

5-5-49

CITY OF WALDPORT

MILL STREET BETWEEN RUBLE STREET AND THE ALSEA HIGHWAY

Description of elevation center line finished grade (U.S.G.S. Datum):

Beginning at elevation 9.25 at highway engineer's survey station 0+50, approximately 20' southerly from the center line of Ruble Street, where the same is intersected by the center line of Mill Street; thence to elevation 8.71, at highway engineer's survey station 2+00, 90' northerly from the center line of Grant Street; where the same is intersected by the center line of Mill Street; thence on a 200' vertical grade curve to elevation 8.50, at the center line of Grant Street, where the same is intersected by the center line of Mill Street; thence continuing on a 200' vertical grade curve to elevation 8.55, at highway engineer's survey station 4+00, 110' southerly from the center line of Grant Street, where the same is intersected by the center line of Mill Street; thence to elevation 8.85, at the center line of Keady Street, where the same is intersected by the center line of Mill Street; thence to elevation 9.37, at the center line of Salmon Street; where the same is intersected by the center line of Mill Street; thence to elevation 9.45, at highway engineer's survey station 8+50, approximately 40' southerly from the center line of Salmon Street, where the same is intersected by the center line of Mill Street; thence on a 100' vertical grade curve to elevation 9.97, at highway engineer's survey station 9+50, at the north right of way line of the Alsea Highway, where the same is intersected by the center line of Mill Street.

GRANT STREET BETWEEN MILL STREET AND BROADWAY STREET

Description of elevation center line finished grade (U.S.G.S. Datum):

Beginning at elevation 8.50, at highway engineer's survey station 0+00, at the center line of Mill Street, where the same is intersected by the center line of Grant Street; thence to elevation 9.45, at highway engineer's survey station 2+60.2, approximately 10' easterly from the center line of Broadway Street, where the same is intersected by the center line of Grant Street.

JFH:MM
5-5-49

11-29-48

48-57

RESOLUTION

9-2-48

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Waldport is an incorporated city of the State of Oregon, and has a population of 630, as given by the latest official census, and

WHEREAS, the following streets of said city, Broadway from Alsea Highway to Grant Street Mill Street from Alsea Highway

to Grant and Grant Street between
Broadway & Mill
,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:
Broadway from Alsea Highway to
Grant Street. Mill Street from Alsea
Highway to Grant and Grant Street
between Broadway & Mill
,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Waldport does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 2 day of September, 1948

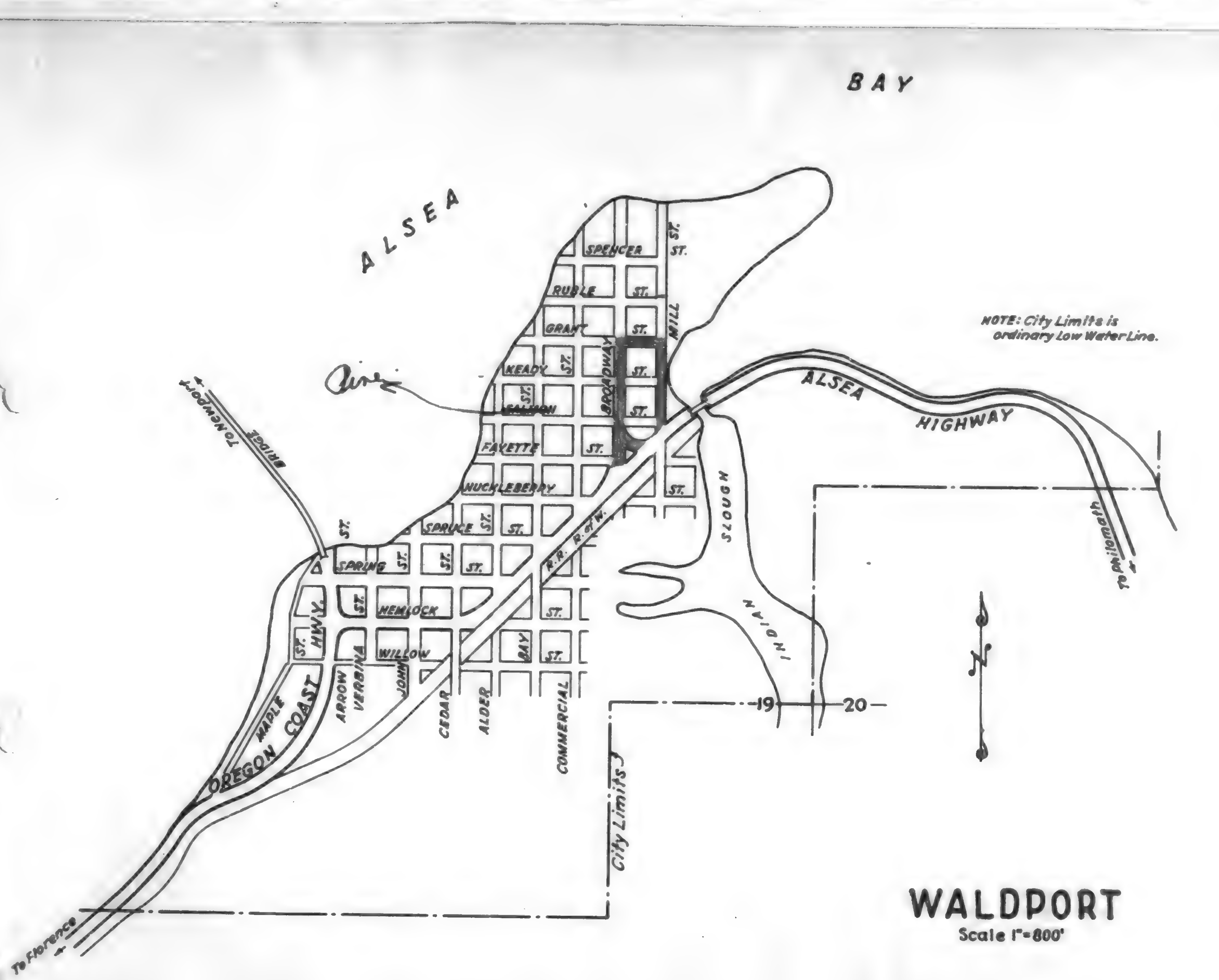
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Waldport at a regular ~~or special~~ meeting of said council, held on the 2 day of September, 1948 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 3 day of September, 1948

Neta Twombly
City Recorder



NOTE: City Limits is ordinary Low Water Line.

WALDPORT

Scale 1"=800'

7/1

NOTED
J. F. HAGEMANN

RECEIVED
JUL 20 1948
[illegible] ENGINEER
[illegible]TIONS

RESOLUTION

7-1-48

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

K.

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

NOTED
C. H. AR[illegible]RONG

NOTED
Harold C. Ayers

and

WHEREAS, the City of Waldport is an incorporated city of the State of Oregon, and has a population of nearly 700 630 [illegible], as given by the latest official census, and

NOTED
JOHN W. CATTRALL

WHEREAS, the following streets of said city, Mill Street between the Alsea Highway & ~~Grant~~ Ruble Street. Broadway to Mill Street on Grand Street

,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Mill Street between the Alsea Highway and ~~Grand~~ Street. Broadway to Mill St Ruble ~~Street~~ on Grand Street

,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Waldport does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 1 day of July, 1948.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

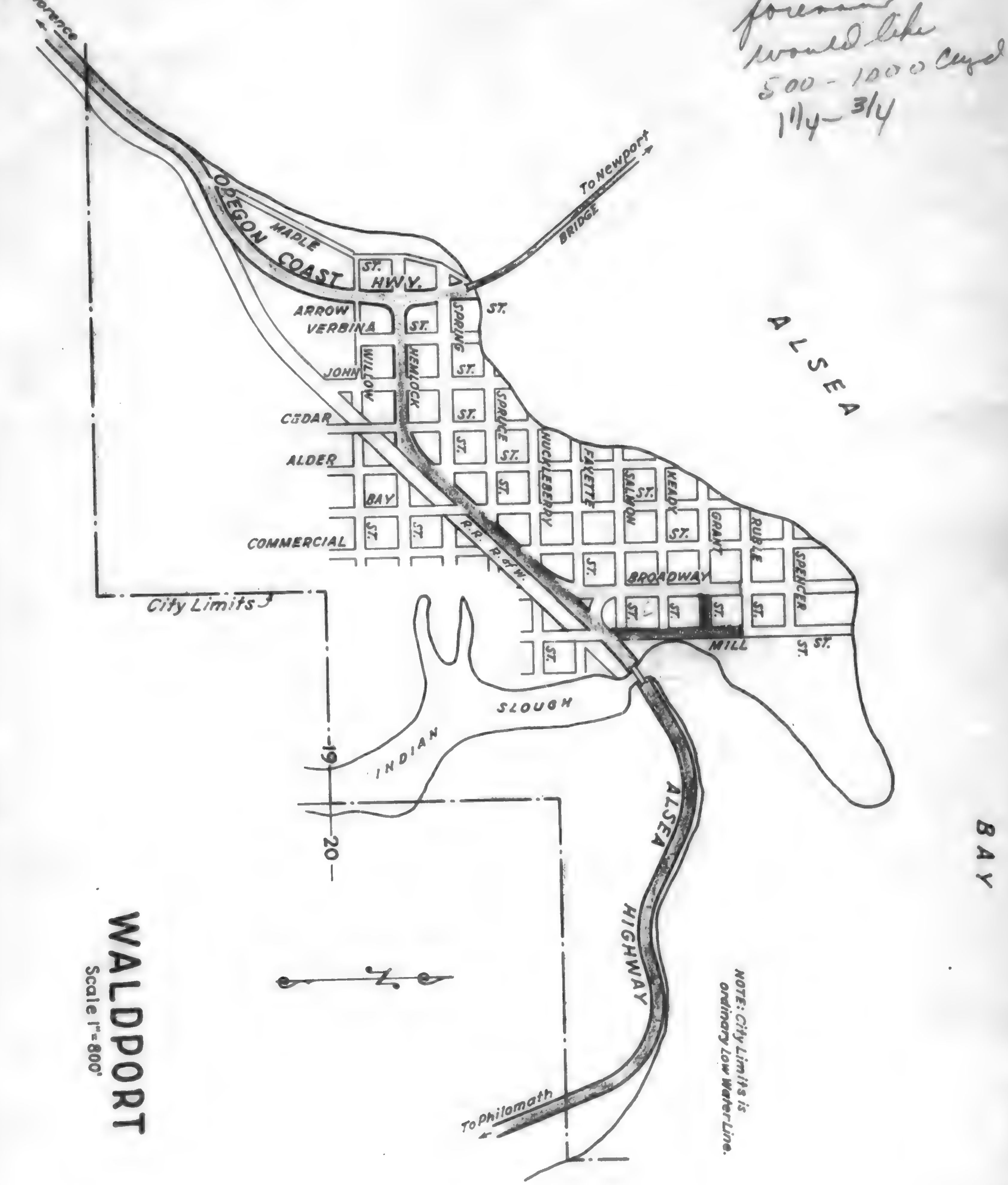
- - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Waldport at a regular ~~or special~~ meeting of said council, held on the 1 day of July, 1948, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 1 day of July, 1948.

Neta Twombly
City Recorder

Wells Section
foreman
would like
500 - 1000 Cuyd
1 1/4 - 3/4



WALDPORT
Scale 1"=800'

22-1601 Albany Traffic Signals 1949

#3161

RECEIVED
SEP 12 1949
FOR FILING

22-1601

3161

September 7, 1949

General Casualty Co. of America
Huggins Insurance Agency, Agent
373 North Church St.
Salem, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3161, covering Albany Traffic Signals in Linn County, has been completed by the contractor, Mill Electric Company, and that final payment in the amount of $411.88 will be made on or after September 17, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $4,242.80, and that no force account work was performed on the project. This contract was completed August 12 and accepted by the Highway Commission August 19, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Department

NOTED ON CARD

9-7-49 gr

RECEIVED
MAY 19 1949
FOR FILING

22-1601

3161

May 19, 1949

Mill Electric Company
236 State Street
Salem, Oregon

Gentlemen:

The State Highway Commission on May 17 awarded you the contract for the furnishing and installation of automatic traffic signals on Eighth Street (US99E) at Madison Street in Albany in Linn County. This award was based on your low bid of $4,186.80 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ml
cc - S. H. Probert
G. S. Paxson

RECEIVED
APR 21
FOR FILING

Salem, Oregon
April 20, 1949

Mr. E. A. Collier
Office

Attached is a copy of an agreement with the City of Albany covering installation of traffic signal at intersection of 8th (US99E) and Madison Streets in the City of Albany.

A fully executed copy of the agreement has been sent to the City of Albany and the original has been retained in Mr. Glaisyer's office for the Commission's files.

L. H. Warfield
Staff Engineer

LHW/gd
cc: S. H. Probert

FORM E-90 10M 8-48 23459

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1949

SUBJECT:

To: Mr. R.H. Baldock

Attached for further handling by you are two copies of an agreement with the City of Albany covering installation of traffic signal at intersection of 8th (US99E) and Madison Streets in the City of Albany.

A fully executed copy of the agreement has been sent to the City of Albany and the original has been retained in this office for the Commission's files.

Secretary

rn

1 Collier
1 Prober

RECEIVED
MAR [illegible]
FOR FILING

file

March 29, 1949

Mr. T.H. Banfield, Chairman
Oregon State Highway Commission
% Camelback Inn
Phoenix, Arizona

Dear Mr. Banfield:

I am enclosing herewith, for your approval and signature an agreement with the City of Albany covering the installation of a traffic signal at the intersection of 8th (US99E) and Madison Streets in the City of Albany.

When you have signed this agreement will you please return it to me in the stamped, addressed envelope enclosed for your convenience. Thank you.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rm
encl. 1

cc - Miss Eleanore Anderson

Mr. Glaisyer

Maint
Traffic
Lights

RECEIVED
MAR 29 1949
FOR FILING

3-28-49

Albany

Signals at Madison & Pac Hwy E in Albany. approved 11-3-48, page 15304 at est. cost of $4000, city pay 1/2.

NOTED
H. B. GLAISYER

RECEIVED

[illegible] FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 25, 1949
Salem, Oregon

SUBJECT Check for City share - Installation of traffic signal - 8th (US99E) and Madison - Albany

To: Mr. H. B. Glaisyer

NOTED
W. C. WILLIAMS

We are handing you herewith City of Albany's check #133-A, payable to the Oregon State Highway Commission, in the amount of $2,650, which is their 50% share of the estimated cost of the installation of a traffic signal at the above described location.

F B Crandall
F. B. Crandall
Traffic Engineer

JAH/mah

Attachment

cc - W. C. Williams ✓

RECEIVED
MAR 29
FOR FILING

AGENDA
APR 11 1949

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 25, 1949
Salem, Oregon

SUBJECT: Agreement and check - Traffic Signal Installation - 8th and Madison Streets - Albany

To: Mr. W. C. Williams

We hand you herewith 4 copies of an Agreement covering the installation of a traffic signal at the intersection of 8th (US99E) and Madison Streets in the City of Albany. These, having been executed by the City, are ready for the signatures of the Commission.

We are handing to the Secretary on this date the City of Albany's check #133-A, payable to the Oregon State Highway Commission, in the amount of $2,650 which is 50% of the estimated cost of the installation of this signal.

F. B. Crandall

F. B. Crandall
Traffic Engineer

JAH/mah

Attachment

cc - H. B. Glaisyer ✓
W. A. Reeves

NOTED
H. B. GLAISYER

3/48

A

RECEIVED
MAR 3
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 4, 1949
Salem, Oregon

SUBJECT Agreement for Traffic Signal Installation
Eighth (US99E) & Madison Streets
Albany

To: Mr. G. W. Neuner
Assistant Counsel

[illegible]

After reviewing the traffic signal agreements transmitted to me in your letter of March 1, it has been found that the content of Item 2, under "Things To Be Done By The State", states that the work is to be done by "own forces." Please refer to my letter of January 26, under Item 5, from which I quote in part: "Our department will let for contract the installation ....".

I think, in view of this, that we should make a change in the agreement and I am, therefore, returning them to you herewith.

F. B. Crandall
F. B. Crandall
Traffic Engineer

JAH/mah
Attachment

cc - W. C. Williams ✓
Val Johnson

RECEIVED
FEB 9
FOR FILING

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

January 26, 1949
Salem, Oregon

SUBJECT: Agreement For Traffic Signal Installation
Eighth (US99E) & Madison Streets
Albany

To: Mr. J. M. Devers

I have been informed that the Highway Commission approved a cooperative signal installation at the above indicated intersection to be shared on a 50-50 basis as regards capital outlay with the city to stand cost of maintenance and power consumption.

In line with our usual procedure I am outlining the salient points to be covered in the agreement:

1. The intersection involved is Eighth Street (Pacific Highway East-US99E) and Madison Street in the City of Albany.
2. The estimated cost of installation is $5,300.
3. The installation would be in accord with plans and specifications prepared by our department (attached hereto are five prints which may be included as exhibit material in the agreement).
4. The hours of operation, timing, light indications, and so forth, to be approved by this department. City to make no changes without prior approval of this office.
5. Our department will let for contract the installation in the first instance, with the city committed to pay one-half of the installation costs. On the basis of the preliminary estimate ($5,300.) city to deposit with our office check for their pro rata share ($2,650.) with subsequent adjustment of the 50-50 pro rata on the basis of actual costs.
6. City committed to maintain and furnish electrical energy and stand all costs incident thereto.
7. City to pass an ordinance covering traffic regulations to the end that parking is prohibited for a distance of thirty (30) feet from the extended curblines in all directions.

I will be glad to supply any additional information which you may need in preparation of the agreement.

FB Crandall
F. B. Crandall
Traffic Engineer

JAH/mah
cc - W. C. Williams
V. P. Johnson

RECEIVED
DEC 1
FOR FILING

ALBANY

4-B

November 17, 1948

Mr. Rex Butler, Recorder
City of Albany
P. O. Box 297
Albany, Oregon

Dear Mr. Butler:

Thanks for your letter of November 16. I note that the City Council at its meeting on October 27 decided to pay 50 percent of the cost of installing a traffic light at 8th and Madison Streets.

An agreement covering the installation is required and will be prepared in the office of the Commission's Chief Counsel as expeditiously as possible, but there is not much chance that it will be ready to present to the City Council at its meeting on November 24.

So far as this Department is concerned, it is not absolutely essential that the agreement be signed or the city's ordinance adopted as soon as November 24 because it will be some time before the signal can be installed. The material for the signal will have to be purchased and assembled, and the installation will have to wait until the crew is available to do the work.

The suggestion is made that the city not adopt its ordinance with respect to this matter until the agreement has been prepared and submitted to the City Council for acceptance. The agreement may contain some provisions that should be a part of the ordinance, so in order to avoid changing the ordinance or adopting a second one, it might be well to wait until the agreement has been presented to see what should be included in the ordinance.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

RBG:ee

cc - Mr. W. C. Williams
Mr. F. B. Crandall

CITY OF ALBANY
P. O. BOX 297
ALBANY, OREGON

November 16, 1948

Oregon State Highway Commission
Salem, Oregon

Attention : Mr. H. B. Glaisyer

Gentlemen:

In reply to your letter of November 12th to the Chief of Police please be advised that the City Council in its' regular meeting October 27, 1948 decided to bear our share of the expense of the Stop light @ 8th and Madison Streets in this City.

An ordinance is being prepared to authorize the payment to you of $2000.00 as per your letter. This ordinance will be presented to the Council at its' next meeting November 24th and if all members are present will likely be passed and signed at that meeting.

If any agreement is required to be signed by the City, will you please have it in our hands by noon November 24th.

Yours very truly,

CITY OF ALBANY,

BY Rex Butler
Recorder

RBe

RECEIVED
NOV 17 1948
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
[illegible]

CITY OF ALBANY
P. O. Box 297
Albany, Oregon

November 16, 1948

COPY

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

In reply to your letter of November 12th to the Chief of Police please be advised that the City Council in its' regular meeting October 27, 1948 decided to bear our share of the expense of the Stop light @ 8th and Madison Streets in this City.

An ordinance is being prepared to authorize the payment to you of $2000.00 as per your letter. This ordinance will be presented to the Council at its' next meeting November 24th and if all members are present will likely be passed and signed at that meeting.

If any agreement is required to be signed by the City, will you please have it in our hands by noon November 24th.

Yours very truly,

CITY OF ALBANY,

BY /s/ REX BUTLER
Recorder

RBe

Agenda Item 4-f
November 3, 4, and 5, 1948

November 12, 1948

Mr. James O. Byerley
Chief of Police
City of Albany
Albany, Oregon

Dear Mr. Byerley:

On August 23, 1948, you directed a letter to Mr. F. B. Crandall, State Highway Department Traffic Engineer, concerning the installation of a stop light at 8th and Madison Streets in Albany because this intersection is one used extensively by school children.

This matter has been investigated by the State Highway Engineer, who reported his findings to the State Highway Commission at its last meeting. After due deliberation, the Highway Commission unanimously approved the installation of a standard fixed stop and go signal at this intersection on the condition that the City of Albany will pay 50 percent of the cost of installation, will maintain the signal, and will provide electricity to operate it after it is installed. According to the Engineer's report, the signal is estimated to cost $4,000, of which amount the city will be required to advance $2,000.

If the city is interested in the matter on such basis, please let us know and an appropriate agreement covering the arrangement will be prepared in this office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 11-15

cc - Mr. W. C. Williams

Mr. Harry Harvie, Principal
Elementary Schools
Albany, Oregon

4.f

Salem, Oregon
November 9, 1948

Mr. F. B. Crandall
Traffic Engineer
Salem, Oregon

The State Highway Commission has approved, subject to execution of appropriate agreement by the City of Albany, the installation of a traffic signal at the intersection of Madison Street with the Pacific Highway East in Albany.

Approval was based on the city sharing 50% of the cost of installing the signal, with the further proviso that the city would furnish electrical energy for the signal's operation and maintain it after its installation.

Please take this matter up with the city officials of Albany, and if such plans meet with their approval, secure the execution of an appropriate agreement, which Mr. Devers will draw up after you have furnished the necessary information.

The estimated cost of the signal is $4,000, of which the share of the state will be $2,000.

W. C. Williams
Assistant State Highway Engineer

WCW:me

RECEIVED
OCT 28 1948
FOR FILING

October 27, 1948

Oregon State Highway Commission

Gentlemen:

We have had many requests during the past few months for a traffic signal at the intersection of Madison Street with the Pacific Highway in Albany. Among the persons requesting installation of a signal are Rex Putnam, State Superintendent of Public Instruction; James O. Byerley, Chief of Police, Albany; Harry Harvie, Principal of Elementary Schools in Albany; and the City Attorney of Albany.

We have made a complete investigation of conditions existing at this crossing, and the following report and recommendation is made as a result of our studies:

The intersection in question is approximately four blocks north of the overpass in Albany. The crossing is difficult to control by a police officer. A traffic count indicates that there are approximately 299 pedestrians crossing daily, of which number 221 are school children crossing the highway on their way to and from school.

We have an ultimate plan for progressive signal installation on the Pacific Highway through Albany, and a signal installed at Madison Street would fit in with the ultimate progressive system. Due to this fact and considering the potential hazard to school children that now exists, I recommend the installation of a standard fixed stop-and-go signal at this intersection. The cost of the signal is estimated at $4,000, which cost would be shared 50-50 by the State and the City of Albany, with the further understanding that the City of Albany will maintain the signal and provide for electrical energy after the installation is completed.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
F. B. Crandall

RECEIVED
OCT 15 1948
FOR FILING

October 15, 1948

Chief James O. Byerley
P.O. Box 297
Albany, Oregon

Dear Chief Byerley:

With reference to your letter of August 23 addressed to Mr. F. B. Crandall of our department, a field investigation has been made of the traffic situation at the intersection of 8th (US99E) and Madison Streets in Albany.

After reviewing report of investigation, I would not recommend signalization. Notwithstanding certain degree of hazard prevailing at this particular location, the funds available for signal work are very limited and it is necessary that we give priority consideration to other intersections over the highway system wherein the problem is much more acute. I might say that in determining priorities we give due consideration to the several factors—vehicular and pedestrian volumes, past accident experience, speeds, sight distance, etc., and in combining these several factors in the determination of warrant, we "measure" the particular case at hand against those warrants as prescribed in the National Manual of Uniform Traffic Control Devices.

I believe in the course of investigation made and discussions had between you and representatives of our Traffic Division that the statement was made that the speed of traffic had increased as a result of Speed Control Board action changing the indicated speed from 25 to 35 MPH and that this situation had precluded further activity on the part of local police in the matter of monitoring pedestrian movement at the particular location. A comparison of speed checks obtained before and after posting of the 35 MPH indicated speed shows that in general actual speeds of traffic have been lowered. The "after" check discloses that 46 per cent of all vehicles were exceeding the 35 MPH indicated speed whereas prior to the installation of the 35 MPH (and when the 25 MPH was applicable) 55 per cent of all vehicles were exceeding 35 MPH.

I sincerely believe that the best solution of the situation, which is primarily one of pedestrian safety, lies in continued monitoring of pedestrian crossings on the part of a police officer. It has been stated that this work requires the full time of an officer and an incident expense of some $3,000 annually. I do not believe that this location would need policing during all of the school hours of the day. In lieu of such practice, I believe selective monitoring would care for this situation. In this regard I might state that on the day on which our pedestrian count was made, of the 299 pedestrians who crossed the highway during the 16-hour count, concentrations were distributed as follows:

7:30 a.m.	to 9:00 a.m.	- 83
10:00 a.m.	to 11:00 a.m.	- 34
12:00 noon	to 1:00 p.m.	- 63
3:00 p.m.	to 4:30 p.m.	- 41
3½ hours		-221

Monitoring during the above 3½ hours would provide control of some 75 per cent of the pedestrians making this crossing.

I assure you we have given this matter our fullest consideration and trust I have explained to your satisfaction the reasons why we would not recommend signal installation at this intersection in question.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

cc: FB Crandall

FORM E-30 25M 5-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 6, 1948

SUBJECT: Request for Traffic Signal
8th (US99E) and Madison Street
Albany

To:

Mr. W. C. Williams

James O. Byerley, Chief of Police, Albany, addressed a letter to me under date of August 23 wherein he cites traffic situation at intersection of 8th Street (US99E) and Madison Street in Albany and requests an investigation looking to possible installation of signal. I attach copy of Chief Byerley's letter.

Investigation has been made, on the basis of which I would recommend that request for signal be denied. I refer you to detailed report attached for further particulars.

I have prepared suggested draft of letter to Chief Byerley for your signature along the lines of negative recommendation.

F B Crandall

F. B. Crandall
Traffic Engineer

FBC:aj

Attachments

FORM E-30 10M 6-46 23499

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 27, 1948

SUBJECT: Safety - Albany School Children

To: Mr. R. H. Baldock
State Highway Department
OFFICE

Dear Sir:

Mr. Harry Harvie, Principal of the Elementary Schools in Albany, phoned this office September 25, stating that the parents of school children were fearful of fatal accidents, now that the speed limit has been raised to 45 miles per hour. Madison Street is one of the heaviest for school children crossings.

Mr. Harvie reported that Albany City Police refuse to do anything about the safety of children on the Highway, since the speed limit was raised.

Parents want stop light and reduced speed. I suggested the children go through the underpass at the Depot, but that is longer, and the children will run across any place, he said.

I advised him a letter from the School Board, the City Police, and himself, would receive prompt, careful attention, and that I would report this situation to you and to Traffic Engineer, Bruce Crandall.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH
cc: Bruce Crandall

FERRED TO Williams
By Chief E

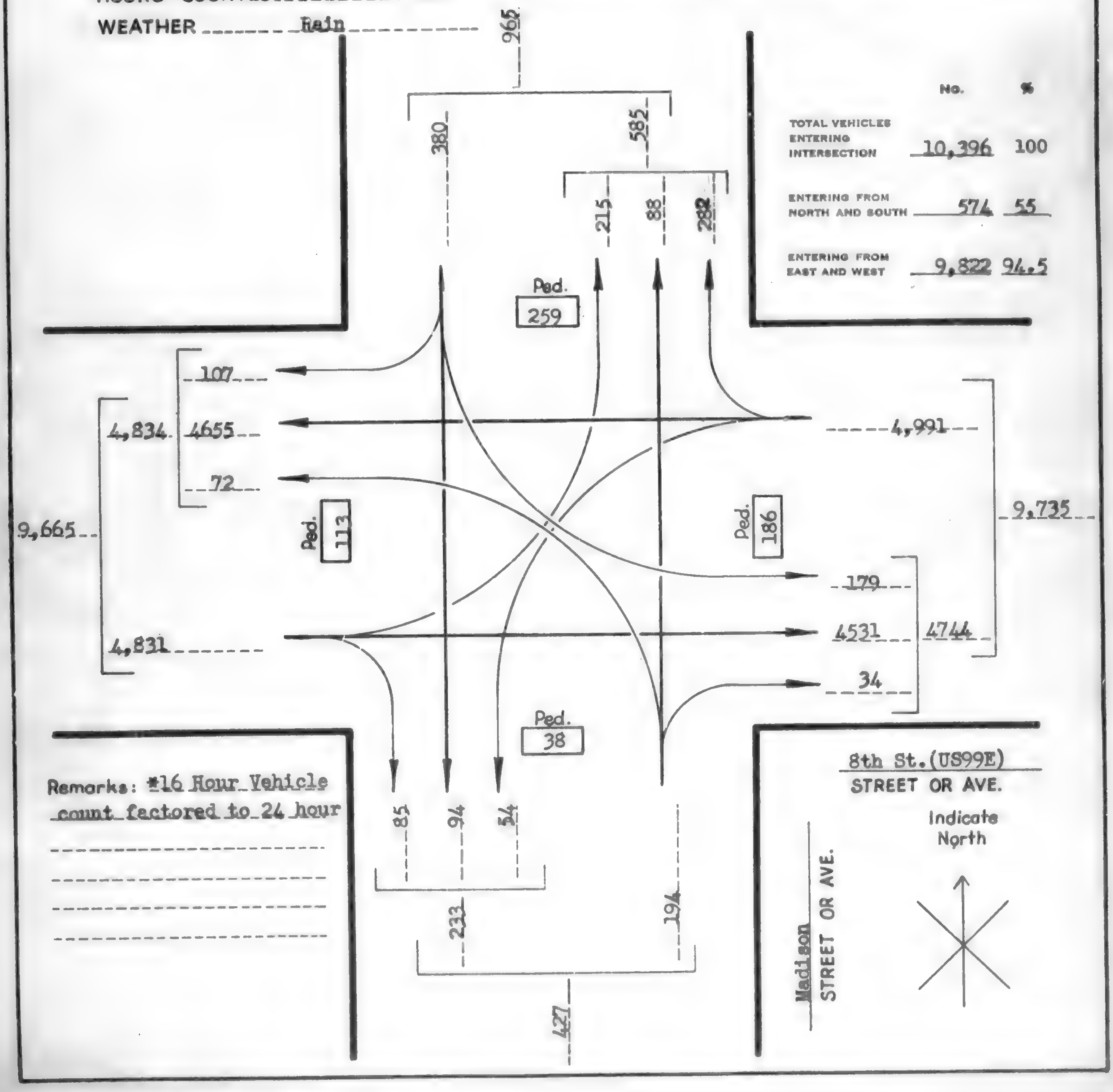
see me on this

Crandall will make report
W.

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE Sept. 22, 1948
DAY OF WEEK Wednesday
ACTUAL COUNT (VEH.) *16 HRS.
HOURS COUNTED 6 Am - 10 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 Am - 10 Pm
WEATHER Rain

CITY OF Albany
INTERSECTION OF 8th & Madison
STATION NO
CODE NO
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	10,396	100
ENTERING FROM NORTH AND SOUTH	574	55
ENTERING FROM EAST AND WEST	9,822	94.5

Remarks: *16 Hour Vehicle count factored to 24 hour

8th St. (US99E) STREET OR AVE.

Madison STREET OR AVE.

Indicate North

FORM E-126 5M 4-40

Form E-46—1M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date Sept.22,1948
Day of week Wednesday
Hours counted 6 A.M. - 10 P.M.
Weather Rain

Classification All Vehicles

City of Albany
Intersection 8th & Madison
Station number
Code number

		SUMMARY BY MOVEMENTS																	SUMMARY BY LEGS				PEDESTRIANS	
	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East
A. M.	6:00- 7:00	3	7	1	6	2	1	70	83			4	1	178	8	4.5	170	95.5	20	163	165	8	7	6
	7:00- 8:00	11	14	5	7	11	2	273	192	7	2	10	4	538	35	6.5	503	93.5	50	499	491	36	19	15
	8:00- 9:00	13	21	14	10	7	4	258	213	5	5	1	1	552	44	20	508	92.0	69	515	497	23	50	64
	9:00-10:00	5	10	10	11	4	3	269	221	2	1	4	4	544	27	5.0	517	95.0	43	508	519	18	5	4
	10:00-11:00	9	16	5	17	4	5	277	243	2	1	5	10	594	34	5.7	560	94.3	56	548	557	27	19	34
	11:00-12:00	8	14	6	10	3	6	287	226	6	6	7	4	583	33	5.7	550	94.3	47	547	540	32	4	2
P. M.	12:00- 1:00	20	13	4	18	8	7	329	323	2	1	5	9	739	49	6.6	690	93.4	70	688	688	32	18	33
	1:00- 2:00	8	20	9	14	7	4	319	303	1	2	8	4	699	34	4.9	665	95.1	62	653	657	26	13	8
	2:00- 3:00	8	16	8	17	4	7	300	311	2	—	4	4	681	31	4.6	650	95.4	60	637	644	21	18	5
	3:00- 4:00	11	15	6	21	4	5	273	329	2	1	5	6	678	33	4.9	645	95.1	62	631	640	23	74	5
	4:00- 5:00	21	30	6	16	10	13	377	366	9	5	8	8	869	63	7.2	806	92.8	96	808	781	53	5	.3
	5:00- 6:00	16	24	4	13	8	8	374	481	5	2	7	4	946	42	4.4	904	95.6	73	902	883	34	9	5
	6:00- 7:00	12	16	7	13	5	5	265	270		1	3	2	599	32	5.3	567	94.7	58	564	560	16	2	—
	7:00- 8:00	9	22	4	16	2	2	264	239	3	—	1	—	562	17	3.0	545	97.0	55	537	524	8	11	—
	8:00- 9:00	4	5	6	—	3	2	182	188	—	3	3	1	397	19	4.8	378	95.2	20	382	380	12	4	2
	9:00-10:00	5	13	2	6	3	6	115	131	3	1	2	3	290	20	6.9	270	93.1	35	268	259	18	1	—
	10:00-11:00																							
	11:00-12:00																							
A. M.	12:00- 1:00																							
	1:00- 2:00																							
	2:00- 3:00																							
	3:00- 4:00																							
	4:00- 5:00																							
	5:00- 6:00																							
24-Hour total		179	282	107	215	94	88	4655	4531	54	34	85	72	10396	574	5.5	9822	94.5	965	9735	9665	427		
16-Hour total		163	256	97	195	85	80	4232	4119	49	31	77	65	9449	521	5.5	8928	94.5	876	8850	8785	387	259	18
__-Hour total																								
Control																								
Factor														1.10										

Madison St. is North and South

8th (99E) St. is East and West

Tabulated by
Computed by
Checked by
Checked by

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Sept. 22, 1948

Wednesday

6 A.M. - 10 P.M.

Rain

Classification All Vehicles

City of Albany

Intersection 8th & Madison

Station number

Code number

SUMMARY BY MOVEMENTS															SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
orth to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West	South
1	6	2	1	70	83			4	1	178	8	4.5	170	95.5	20	163	165	8	7	6	—	—
5	7	11	2	273	192	7	2	10	4	538	35	6.5	503	93.5	50	499	491	36	19	15	9	—
4	10	7	4	258	213	5	5	1	1	552	44	20	508	92.0	69	515	497	23	50	64	—	—
0	11	4	3	269	221	2	1	4	4	544	27	5.0	517	95.0	43	508	519	18	5	4	—	4
5	17	4	5	277	243	2	1	5	10	594	34	5.7	560	94.3	56	548	557	27	19	34	—	—
6	10	3	6	287	226	6	6	7	4	583	33	5.7	550	94.3	47	547	540	32	4	2	2	—
4	18	8	7	329	323	2	1	5	9	739	49	6.6	690	93.4	70	688	688	32	18	33	30	—
9	14	7	4	319	303	1	2	8	4	699	34	4.9	665	95.1	62	653	657	26	13	8	2	1
6	17	4	7	300	311	2	—	4	4	681	31	4.6	650	95.4	60	637	644	21	18	5	14	7
6	21	4	5	273	329	2	1	5	6	678	33	4.9	645	95.1	62	631	640	23	74	5	30	1
5	16	10	13	377	366	9	5	8	8	869	63	7.2	806	92.8	96	808	781	53	5	.3	16	3
4	13	8	8	374	481	5	2	7	4	946	42	4.4	904	95.6	73	902	883	34	9	5	7	6
7	13	5	5	265	270		1	3	2	599	32	5.3	567	94.7	58	564	560	16	2	—	1	5
4	16	2	2	264	239	3	—	1	—	562	17	3.0	545	97.0	55	537	524	8	11	—	2	5
6	—	3	2	182	188	—	3	3	1	397	19	4.8	378	95.2	20	382	380	12	4	2	—	4
2	6	3	6	115	131	3	1	2	3	290	20	6.9	270	93.1	35	268	259	18	1	—	—	2
07	215	94	88	4655	4531	54	34	85	72	10396	574	5.5	9822	94.5	965	9735	9665	427				
97	195	85	80	4232	4119	49	31	77	65	9449	521	5.5	8928	94.5	876	8850	8785	387	259	186	113	38
										1.10												

Madison St. is North and South

8th (9 St. is East and West

Tabulated by

Computed by

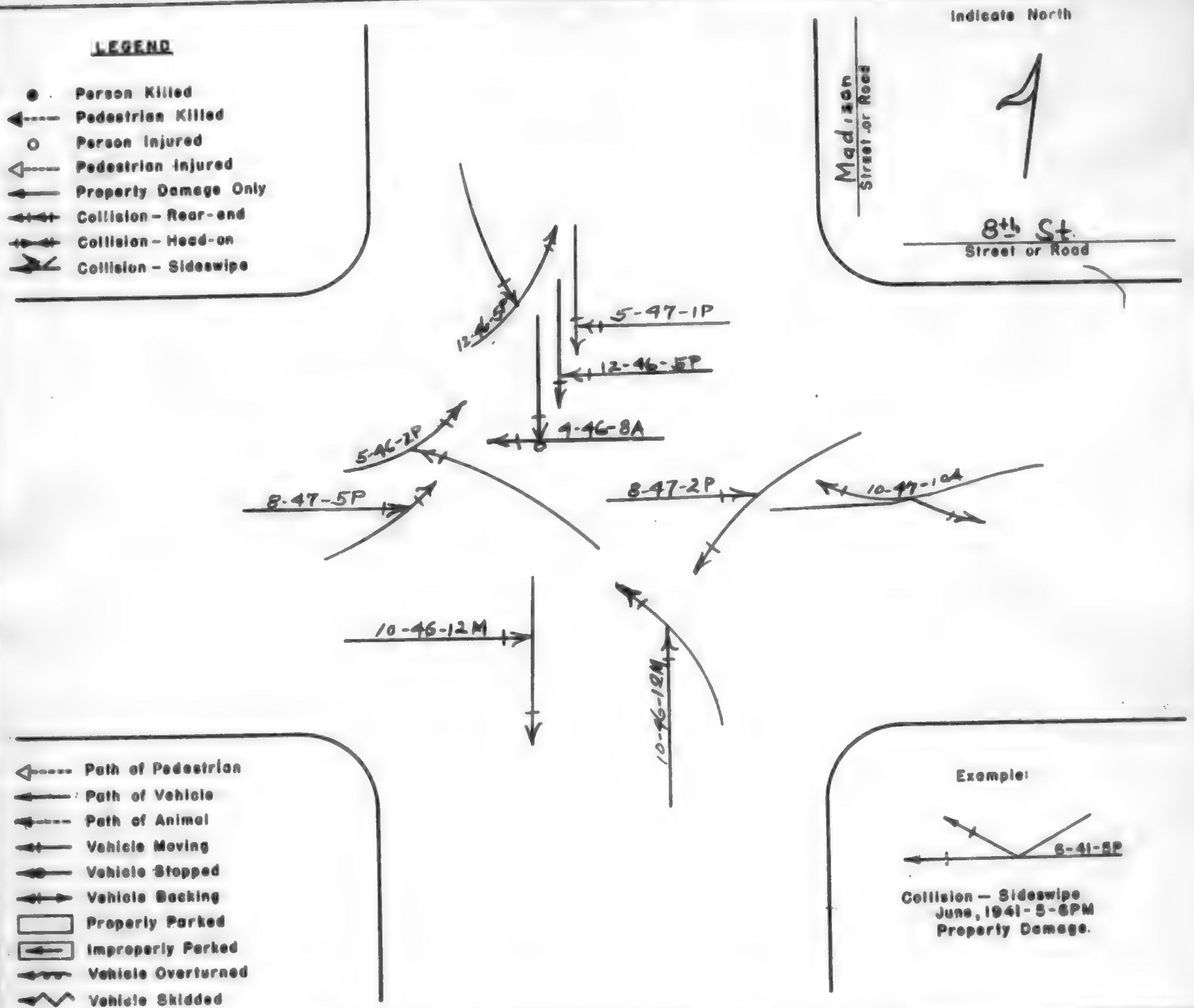
Checked by

Checked by

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

City of Albany County Linn
Intersection of Madison and 8th Street
Highway Number US99
Period Covered 1-1-46
Compiled by MT Drawn by MT Date 8-26-48



Collision Type	1946				1947				6 mos. 1948											
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle		1	2	3			1	1												
Head-on																				
Rear-end																				
Sideswipe																				
Turning Movement			3	3			3	3												
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL		1	5	6			4	4				0								

Form E-260 — 2M — 11-46

C O P Y

City of Albany
P. O. Box 297
Albany, Oregon

Aug. 23, 1948

Mr. F. B. Crandall
State Highway Commission
Salem, Oregon

Dear Mr. Crandall:

We are writing in regard to a stop light to be installed at 8th and Madison.

This is a school crossing 9 months of the year and it is necessary for us to have a police officer stationed there during the entire school hours. This is an expense to the City of approximately $3,000 per year.

We would appreciate your making an investigation of this situation at your earliest convenience and letting us know what can be done.

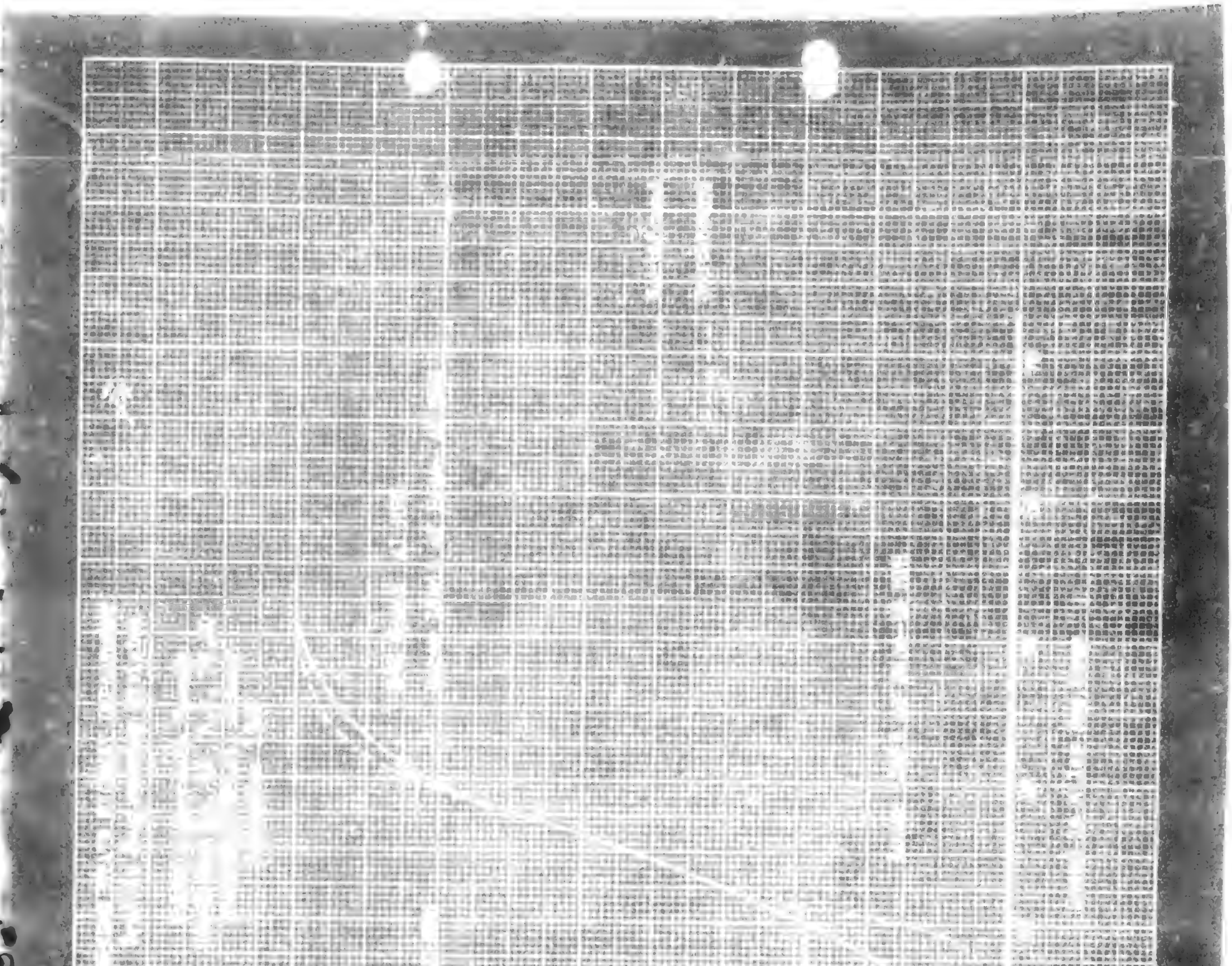
Yours very truly,

CITY OF ALBANY

By x/ James O. Byerley

James O. Byerley
Chief of Police

JOB:ms



OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
October, 1948

INVESTIGATION OF TRAFFIC HAZARDS
EIGHTH (US99E) & MADISON STREETS - ALBANY

Recommendations:

Although there is a degree of hazard at this intersection because of its being a school crossing, in view of the low volume of vehicles entering the intersection from Madison Street, the relatively small number of pedestrians crossing the highway and the favorable accident record it is recommended that the request for traffic signals be denied.

Historical Background:

In April, 1948 it was requested by the City of Albany that a flashing beacon be installed at this intersection to facilitate movement of school children across the highway. After discussion with city officials it was agreed that the flashing beacon would be of no value and that the existing practice of having an officer at the intersection was preferable.

This investigation and report is a result of a request for signalization from Mr. James O. Byerley, Chief of Police. Contact with Mr. Byerley disclosed that his request was based upon the excessive cost of stationing an officer at the intersection and the allegation that the recent action of the State Speed Control Board in raising the indicated speed on Eighth Street from 25 to 35 miles per hour had made it unsafe for an officer to control traffic at the intersection.

Investigation:

As previously mentioned there is a school crossing at this intersection. During the past two years a police officer has directed traffic at the intersection during the hours when children were going to or from school. On August 9, 1948 the State Speed Control Board, after investigation and at the request of the City, raised the indicated speed on this section of US99E (Eighth Street) from 25 to 35 miles per hour. This is a four lane street with a four-foot, jiggle bar, median strip. There are "School Crossing" signs of adequate size in place.

A sixteen-hour vehicle and pedestrian count was taken at the intersection on Wednesday, September 22. The total number of vehicles entering the intersection during the 16 hours was 9,449. A total of 299 pedestrians crossed the highway during the 16 hour period. Measured in terms of signal warrants the average hourly vehicular volume entering the intersection during the maximum eight hours was 726 with 5.5% entering from the side street. This is compared to the 750 total and 25% from the side street required by the warrant. The average hourly volume of pedestrians crossing the highway was 32 as compared to the warrant value of 250. The interruption of through traffic warrant calls for an average volume of highway traffic of 750 vehicles and an average volume of vehicles and pedestrians entering from the side street of 75 during an eight hour period for signalization. The values obtained from the count are 686 and 72.

The attached collision diagram depicts the accident record at this intersection for the period from January 1, 1946 through June, 1948. There were 6 accidents in 1946, 4 in 1947 and none in 1948. One person was injured in 1946. Only one of the 4 accidents in 1947 could have been prevented by signals. The signal warrants require a total of 5 preventable accidents in one year for signalization. During the year of 1947 there were 179 urban intersections on the state highway system with accident records worse than that of this intersection.

The 85% approach speeds at the intersection were found to be 41 miles per hour. The pace limits were 30 to 40 miles per hour. An average of 46% of all vehicles were exceeding the indicated speed of 35 m.p.h. and 94% were exceeding the former indicated speed of 25 m.p.h. A speed check taken nearby during the speed zone investigation showed an average 85% speed of 43.5 m.p.h. Approximately 55% of all vehicles were exceeding 35 m.p.h. and 90% were exceeding 25 m.p.h. Thus the increase in the speed limit has had the effect of reducing speeds. This would refute the claim that changing the speed limit has made it unsafe for an officer to direct traffic at the intersection.

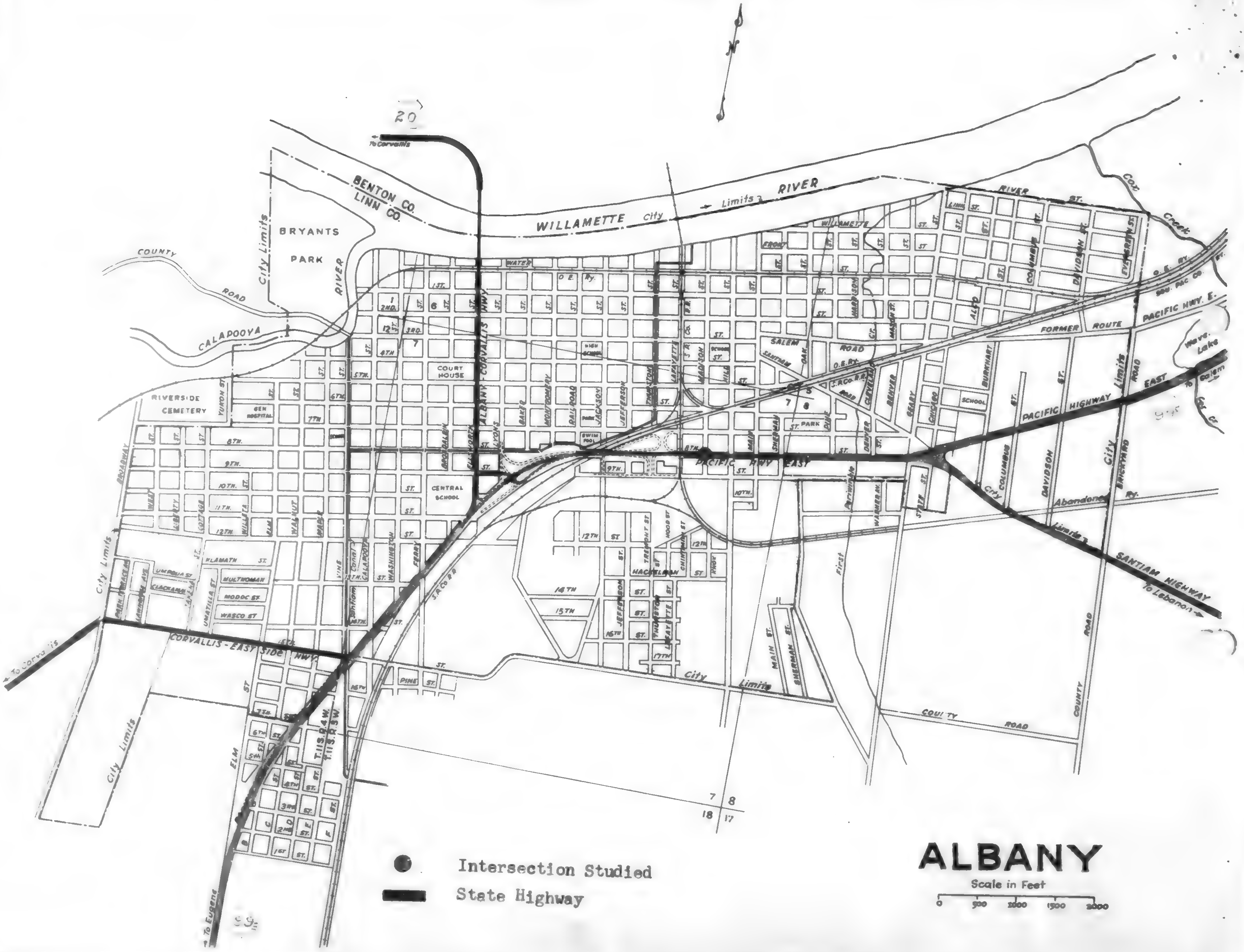
It has also been claimed that policing this intersection is unduly expensive in that an officer is required practically full time throughout the day when school is in session. Of the 299 pedestrians who crossed the highway during the 16-hour count the concentrations were distributed as follows;

7:30 A.M. to 9:00 A.M. - 83
10:00 A.M. to 11:00 A.M. - 34
12:00 Noon to 1:00 P.M. - 63
3:30 P.M. to 4:30 P.M. - 41

3½ hours - 221

The above would not indicate the need for an officer full time.

It must be admitted that because of the school crossing there is an extra degree of hazard at this intersection. There is also the expense of officer control to consider. On the other hand this intersection falls far below the accepted warrants for signalization. The accident record is very favorable and could not be materially reduced with signals. A semi-actuated signal such as would be needed at this intersection would cost approximately $4,000. This money could better be spent on other, more critical intersections.

ALBANY
Scale in Feet
0
500
1000
1500
2000
Intersection Studied
State Highway
N
20
To Corvallis
WILLAMETTE
RIVER
City Limits
BENTON CO.
LINN CO.
BRYANTS
PARK
RIVER
COUNTY ROAD
CALAPOOYA
RIVERSIDE
CEMETERY
COURT HOUSE
CENTRAL SCHOOL
HIGH SCHOOL
ALBANY-CORVALLIS HWY
PACIFIC HWY EAST
PACIFIC HIGHWAY EAST
PACIFIC HWY. E.
FORMER ROUTE
SALEM ROAD
SANTIAM HIGHWAY
To Lebanon
To Salem
Wave Lake
Cox Creek
Abandoned Ry.
CORVALLIS-EAST SIDE HWY.
To Corvallis
To Eugene
COUNTY ROAD
City Limits
T.11S.R.4W.
T.11S.R.3W.
7
8
18
17
99

322-1704 Sweet Home Bridge 1949

#3162

RECEIVED
SEP 26 1949
FOR FILING

322-1704

3162

September 23, 1949

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

Please be advised that State Highway Contract No. 3162, covering bridge on the Sweet Home (14th Ave.) Section in Linn County, has been completed by the contractor, Werner & Jeske, Inc., and that final payment in the amount of $2,424.28 will be made on or after October 3, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $8,069.98, and that no force account work was performed on the project. This contract was completed August 29 and accepted by the Commission September 21, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Smith & Crakes

NOTED ON CARD
9-23-49 gl

RECEIVED
SEP 19 1949
FOR FILING

[illegible]

3162

September 14, 1949

Oregon State Highway Commission

Gentlemen:

All work has been completed on the following state highway contract:

Contract No. 3162, with [illegible] & [illegible], Inc., for constructing the bridge in [illegible] on the [illegible] [illegible] City Streets, completed August 29, 1949.

Acceptance of this contract is recommended.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP/gs

FILING

AG[illegible]
SE[illegible]

4ak

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16, 1949

SUBJECT: Contract No. 3162
Sweet Home (14th Avenue)
Section

To:

Mr. S. H. Probert
Office Engineer

Attention of Mr. D. B. Parkes

Dear Sir:

Will you please secure authority of the Commission to pay the final estimate on the above-named job. Completion date of this project was August 29th, the contract completion date being August 31, 1949.

Very truly yours,

W. A. Reeves
Bridge Office Engineer

GM
cc W. A. Reeves ✓

S&C

RECEIVED
JUN 7 1949
FOR FILING

382-4004

3162

June 7, 1949

Werner & Jeske, Inc.
Route 5, Box 492-A
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3162, which was awarded to you on May 17, 1949, covering the Sweet Home (14th Avenue) Section in Linn County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 26 1949
FOR FILING

222-1704
31622

222-1704

Salem, Oregon
May 25, 1949

Mr. S. H. Probert
Office

Attached is an approved copy of an option for cooperative construction project in the City of Sweet Home particularly covering improvement of 14th Street at Ames Creek.

The original copy of this option has been retained in Mr. Glaisyer's office for the Commission's files, and a copy has also been mailed to the City Recorder of Sweet Home.

L. H. Warfield
Staff Engineer

LHW/gd

cc: F. D. Eason
John Cattrall

RECEIVED

FOR FILING

4-2

Salem, Oregon
May 24, 1949

Mr. R.H. Baldock

I hand you herewith, for further handling, three approved copies of an option for cooperative construction project in the City of Sweet Home, particularly covering improvement of 14th Street at Ames Creek.

The original copy of this option has been retained in this office for the Commission's files, and a copy has also been mailed to the City Recorder of Sweet Home.

Secretary

rm
attach. 3

May 24, 1949

Mr. Jess M. Parker
City Recorder
Sweet Home, Oregon

Dear Sir:

Enclosed herewith for the City's records and files is an approved copy of the "Option for Cooperative Construction Project" in the City of Sweet Home, particularly covering improvement of 14th Street at Ames Creek.

This option was approved and accepted by the State Highway Commission at its regular meeting on May 16, 1949. Will you please bring this to the attention of the city council.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
encl. 1

cc - Hon. L.R. Davidson, Mayor
City of Sweet Home
Sweet Home, Oregon

Mr. John W. Cattrall

RECEIVED
MAY 19 1949
FOR FILING

[illegible]

316 2

May 19, 1949

Werner and Jeske, Inc.
492 Park Avenue
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 17 awarded you the contract for the construction of a reinforced concrete slab span bridge over Ames Creek at Sweet Home in Linn County. This award was based on your low bid of $8,461.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

md
cc - S. H. Probert
O. S. Paxson

RECEIVED
MAY 10 [illegible]
FOR FILING

FORM E-30 15M 10-46 20667

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1949

SUBJECT:

To: Mr. W. C. Williams,
Office.

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I am returning with my approval the five copies of an agreement covering some proposed street improvement in the City of Sweet Home. This improvement is to be made with state highway funds and it is to be drawn from the $250,000 set aside by the legislature out of the highway revenues allocated to cities.

I hope soon to get time to work over our form of agreement for I think that some changes should be made.

At this time I call attention to paragraph 4, which obligates the State to do the work contemplated in the agreement, and I call your attention to paragraph 6, which says that the cost of the construction as listed in "Article I, Project" is estimated at $13,000. In other words, we assume the full obligation regardless of the final amount. My query is this: In the event the cost materially exceeds $13,000, from what source will the additional funds come?

As I have said, I want to modernize the form of agreement and will do so as soon as possible.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:PW
Enc.

May 9,1949

Oregon State Highway Commission
Salem,Oregon

Dear Sir;

This will serve as official notification that the City of Sweet Home has this 5th day of May recorded deeds from Oregon Plywood Corporation for a parcel of ground for a channel change in Ames Creek in the vicinity of 14th Avenue to-wit;

Beginning at the initial point of Ridenour Addition to Sweet Home,Oregon, running thence along the South boundary line of said addition South 89°56' West 253.2 feet to the East line of 14th Avenue; thence along the East line of said Avenue North 0°17' East 209.35 feet to the true point of beginning of the property herein to be described; running thence North 55°43' East 301.9 feet to the East 301.9 feet the East boundary line of block 4,thence along said boundary line North 0°21' West 72.32 feet,thence South 55°43' West 301.6 feet the East boundary line of 14th Avenue,thence along said boundary line South 0°21' East 49.14 feet, thence South 0°17' West 23.35 feet to the true point of beginning. To be used for a 60 foot right of way for a channel change of Ames creek only.

And Also a quitclaim deed signed by George W. and Grace E.McCoy May,6,1949, for the following described property to-wit;

Beginning at the Northeast corner of Lot 1,Block 1,of the Ridenour Addition to Sweet Home,Oregon. Running thence along the line between lots 1 and 2 of block 1,S.49°38'W.18.18 feet, thence parallel to the East line of Lot 1 S.0°17' W. 41.4 feet, thence S.89°43' E. 10.0 feet,to a point on the East line of lot 1,s said point being on the West boundary line of 14th Avenue,thence along said line 50.0 feet to the point of beginning. For Street purposes only.

City of Sweet Home

Jess E.Parker
City Manager

JEP:FM

REQUEST AND RELEASE

We, the undersigned, owners of real property within the City Limits of Sweet Home, Linn County, Oregon, individually and severally, request the State of Oregon, by and through its State Highway Commission, and the City of Sweet Home, a municipal corporation, to construct and maintain a bridge across Ames Creek on Fourteenth Avenue within said City and County, said bridge to be at a location and of a design as set forth on plans prepared by the State Highway Department, bearing the designation Drawing No. 9219, attached hereto, marked Exhibit "A" and by this reference made a part hereof as if completely set out herein.

We further request that the State Highway Commission and the City of Sweet Home, as a part of said bridge construction, make a change in the channel of Ames Creek within the limits of Ridenour Addition and also Coopers Addition to said City.

In consideration of the construction and maintenance of said bridge and also the construction and effecting of a channel change in Ames Creek, as above described, and the resulting benefits which we will derive to our real properties adjoining and in the vicinity of Ames Creek, we, individually and severally, by these presents, release the State of Oregon, by and through its State Highway Commission, its employees, agents and contractors, and also the City of Sweet Home, its agents, employees and contractors and each of them from any and all claims, demands, actions, causes of actions which we may have, or claim therefor by reason of, arising out of or as a result of the construction and maintenance of said channel change in Ames Creek, and the construction and maintenance of said bridge.

We, individually and severally, represent to the State of Oregon, by and through its State Highway Commission, that we are the owners in fee simple, free and clear of all encumbrances, of the property hereinafter described following our respective names.

Dated this 9 day of ~~March~~ May, 1949.

Property Owners	Description of Property
(1) /s/ Carl Christiansen /s/ Eugenia Christiansen Carl Christiansen and Eugenia Christiansen, his wife. /s/ M. T. Stevens /s/ Margaret H. Stevens M. T. Stevens and Margaret H. Stevens, his wife.	(1) That portion of Block 3, Coopers Addition to Sweet Home, Linn County, Oregon, lying north of Ames Creek.
(2) /s/ Jane Arnold /s/ H. S. Arnold H. S. Arnold and wife, if married.	(2) That portion of Block 3, Coopers Addition to Sweet Home, Linn County, Oregon, lying southerly of Ames Creek.
(3) /s/ P. M. Popham /s/ Mrs. Anna Popham P. M. Popham and wife, if married. /s/ N. E. Lee N. E. Lee and wife, if married.	(3) From a point in the center line of Ames Creek; thence 200 ft., more or less, northerly to a point in the center line of Thirteenth Avenue; thence westerly approximately 20 ft., more or less; thence northerly 31 ft., more or less; thence westerly 100 ft., more or less; thence southerly 280 ft., more or less, to a point on the north boundary of Casa Loma Addition; thence 40 ft. easterly, more or less;

	(3) Cont'd thence northeasterly to the point of beginning, it being the intention to describe all of Block 4, Coopers Addition, including that part thereof lying southerly and westerly of Ames Creek, all being within the City Limits of Sweet Home, Linn County, Oregon.
(4) /s/ J. F. McCoy /s/ Ethel M. McCoy J. F. McCoy and wife, if married.	(4) That portion of Block 1, Ridenours Addition to Sweet Home, lying southerly of Ames Creek.
(5) /s/ Melvin L. Moe /s/ Luella M. Moe Melvin L. Moe and Luella M. Moe, his wife.	(5) Lot 2, Block 1, Ridenours Addition to Sweet Home, Oregon.
Geo. L. Ellis (6) /s/ ~~Melvin L. Moe~~ /s/ Leota Ellis George Ellis and Leota Ellis, his wife.	(6) Lot 1, Block 2, Ridenours Addition to Sweet Home, Oregon.
(7) /s/ R. H. Houck /s/ Leda Houck Robert Houck and wife, if married.	(7) Lot 8, Block 2, Ridenours Addition to Sweet Home, Oregon.
(8) /s/ Harry Laney Harry Laney and wife, if married.	(8) Lot 1, Block 3, Ridenours Addition to Sweet Home, Oregon.
(9) Oregon Plywood Corporation, an Oregon Corporation By /s/ Franklin A. Hofheims President By /s/ J. Swan Secretary	(9) Block 4, Ridenours Addition to Sweet Home, Oregon.

47-1

Sweet Home

14th Avenue Bridge

47-4

Sweet Home 5-9-49

Site of New Channel

47-2

Sweet Home 5-9-49

14th Avenue Bridge Site from south end of project

January 3, 1948

Mr. Jess M. Parker
City Recorder
Sweet Home, Oregon

Dear Sir:

As per your verbal request, I am enclosing a tabulation of the contract bid items on the Sweet Home project and a tabulation of the average contract bid prices for the year 1947.

There will be a tabulation of the average contract bid prices for the year 1948 out very shortly, and we will forward a copy to you as soon as available. The 1948 average prices run about 10% higher than the 1947 prices for most items.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper
Engineer, County and City Relations

JFH:MM
Encl.

NOTED
J. F. HAGEMANN

Sweet Home - Contract Bid Items

Item	* Total Quantity		Unit Bid
1 - Structural Excavation Unclassified	57	c.y.	$ 3.50
2 - General Excavation Unclassified	1574.2	c.y.	$ 2.25
3 - 18" Concrete Pipe	51	l.f.	3.50
4 - 8" Perforated Metal Drain Pipe, Coated	640	l.f.	2.00
5 - Rock or Gravel Backfill in Drain	112	c.y.	4.00
6 - 3"-0" Material in Base	2712	c.y.	2.50
7 - 3/4"-0" Material in Base and Shoulders	648	c.y.	3.75
8 - Sprinkling	173	M-gal.	4.00
9 - Class 'B' Asphalt Concrete	1393.02	tons	9.00

* Total Quantity as Paid Contractor on Final Estimate.

CITY OF SWEET HOME
LINN COUNTY, OREGON

October 25,1948

RECEIVED
OCT 27 1948
ENGINEER
COUNTY & CITY RELATIONS

Mr.Forrest Cooper,Engineers
County and City Relations
Oregon State Highway Commission
Salem,Oregon

Dear Mr.Cooper:

Please find enclosed a vicinity map of the 14th Avenue proposed bridge which we discussed when you were last through Sweet Home.

Fourteenth Avenue is one of the main arteries of this City's traffic. This Avenue services the Southeast quarter of Sweet Home's population. This Southeast portion of the City has grown to it's considerable size and population within the last five years. In addition to housing approximately one fourth of the City's population in this portion of town there has been added and are being added new industries and business's. Some of these business's now located in the Southeast quarter of the town are a sawmill, a planning mill, a large cabinet manufacturing plant,a battery plant, aconcrete products plant and others. Fourteenth Avenue is the only street in this part of town offering access across a Ames Creek into the business's district of Sweet Home.

As you could see when you inspected this fourteenth avenue bridge it is in a very bad and unsafe condition making it a prime necessity for replacing this bridge. Also due to the heavy traffic to which this Ave. is subjected a bridge of first order construction should be installed.

The flow on Ames creek is from the East to the West. The countour 540 indicates approximately highwater mark at flood stage to the East of fourteenth Avenue. This highwater is caused in some extent due to the crooked crossing at 14th Avenue and to obstructions,brush etc, which line the creek channel.

By makirg a channel change and removing obstructing growth in the stream to the West of 14th Avenue a bridge with a flow area of approximaly 110 square feet would carry the waters of this creek at flood stage.

I have checked timber bridges with other types with the milling and logging concerns who are faced with problems of this nature. These firms I find, even those who manufacture lumber,recommend the Armco type of bridge for economy.

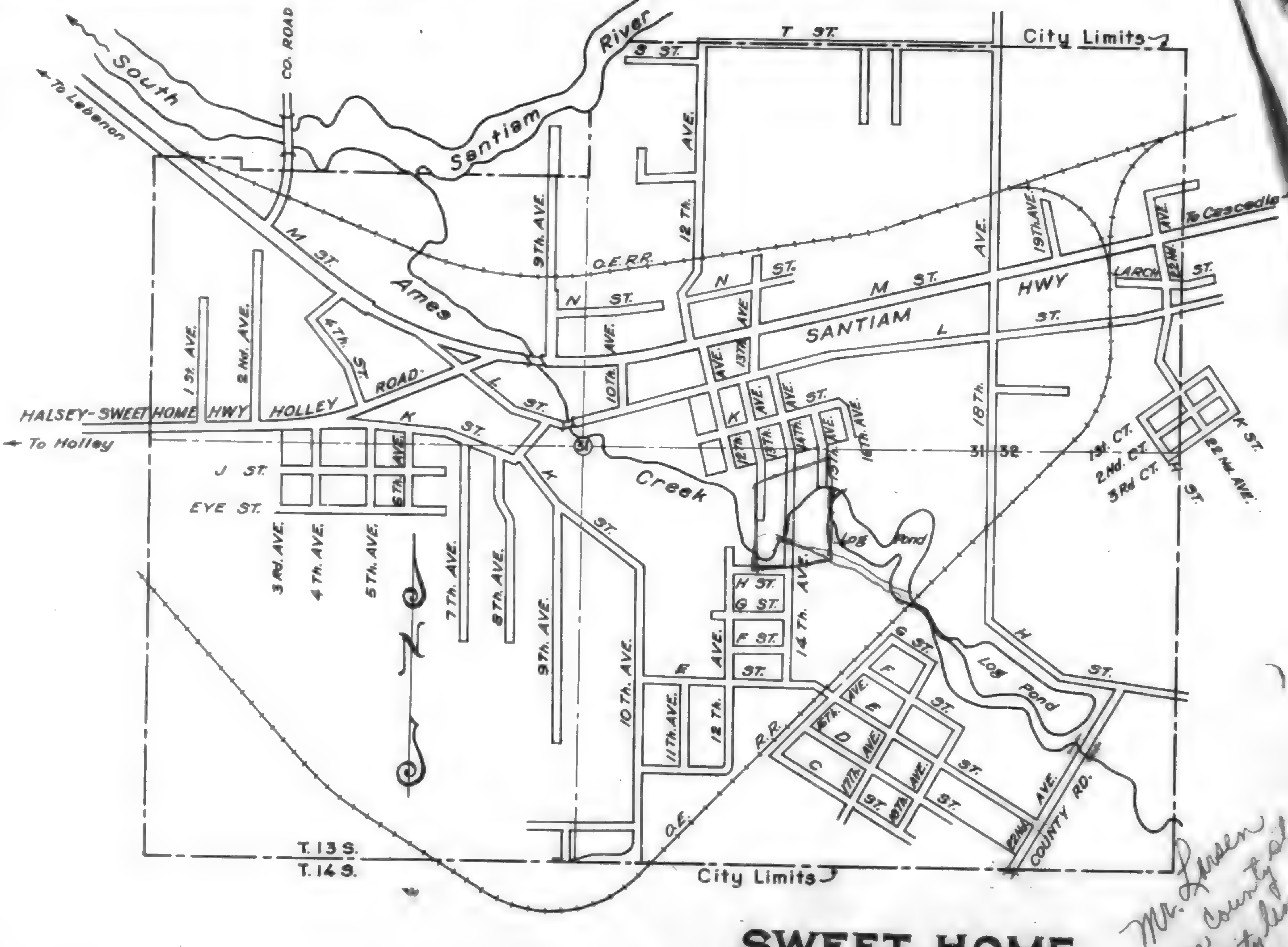
The City is faced with the necessity of replacing this bridge immedeadiately and the City is without funds for making this replacement. Please give us your every consideration in our receiving aid from the $250,000.00 Fund set aside for Cities having our type of problem.

Respectfully Yours

Jess M. Parker

Jess M.Parker
City Manager

JMP:FM
1 enc.



SWEET HOME

Scale 1" = 800'

Mr. Larsen
says county stop
at city limits

Sweet Home
$25,000 Total
(1949)

9-22-48

RESOLUTION

No. 39 for 1948

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Sweet Home is an incorporated city of the State of Oregon, and has a population of 2,142, as given by the latest official census, and

WHEREAS, the following streets of said city, Fourteenth Avenue and Twenty Second Avenue (Bridges)

____

____

____

____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: __________

Fourteenth Avenue and Twenty second Avenue (Bridges) ____________________

____

____

____

____

____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Sweet Home does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

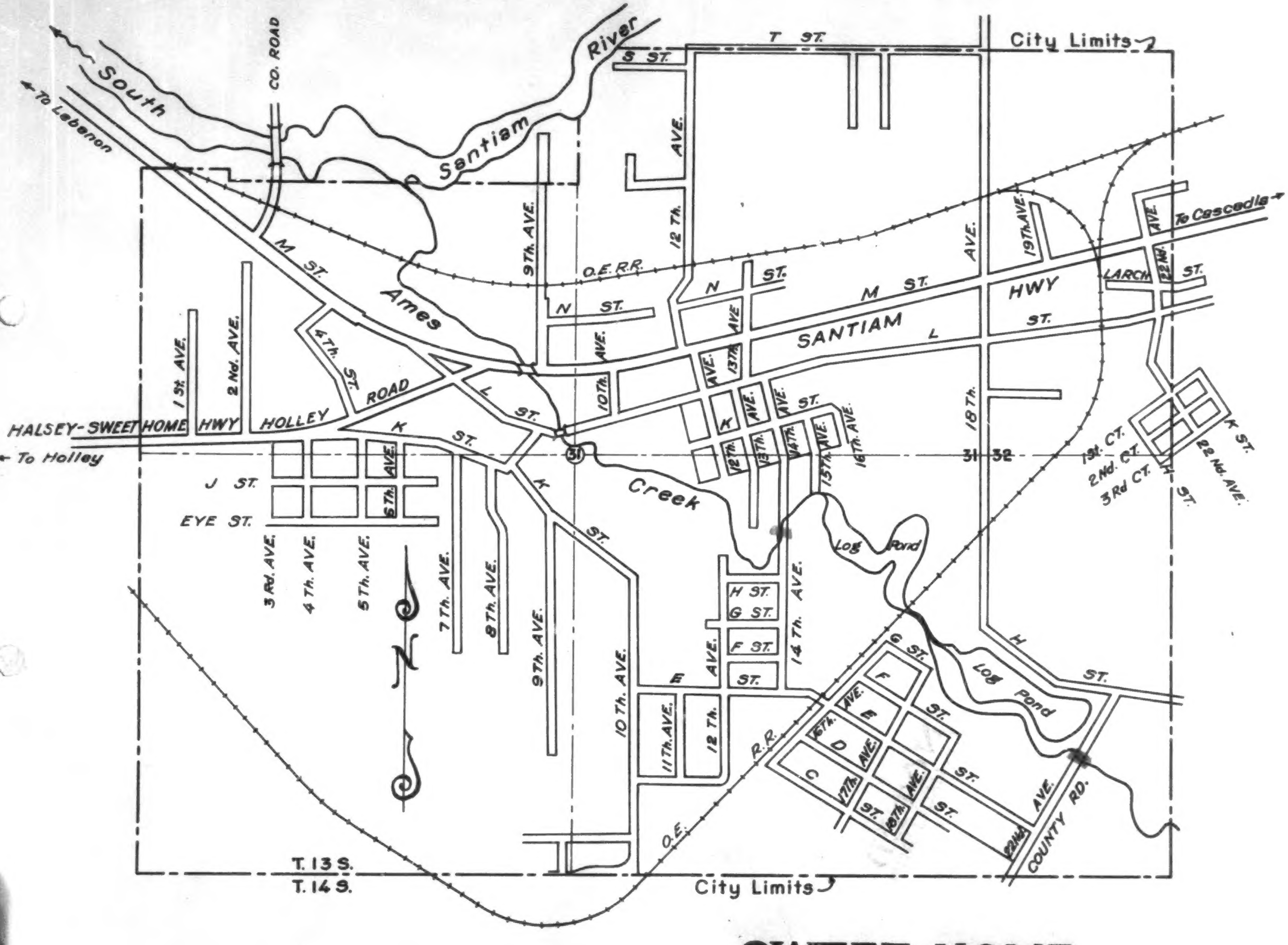
Passed and approved this 22nd day of September, 1948.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Sweet Home at a regular or special meeting of said council, held on the 22nd day of September, 1948, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 22nd day of September, 1948

Jess M. Parker
City Recorder



SWEET HOME

Scale 1" = 800'

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 3093 Ends with: Contract # 3162

FLASH CARDS: Begins every Contract

Remarks:

Reel No. ______ Reduction Ratio 21:1 Project No. ______

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 25 day of July, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Ronda R. Lewis